

BRACEWELL & PATTERSON

2900 SOUTH TOWER PENNZOIL PLACE  
HOUSTON, TEXAS 77002  
713 223 2900  
CABLE BRACEPAT HOUSTON  
TELEX 76 2141

1825 EYE STREET N W  
WASHINGTON, D C 20006  
202 828 5800  
TELEX 89 2573  
22 GROSVENOR SQUARE  
LONDON W1X 0DY  
01 491 4805  
TELEX 23459

1650 AMERICAN BANK TOWER  
AUSTIN, TEXAS 78701  
512 472 7800

RECORDATION NO. 1 5241  
Filed 1425

June 8, 1987

JUN 8 1987 -4 30 PM

INTERSTATE COMMERCE COMMISSION  
Secretary, Interstate Commerce  
Commission  
Washington, D.C.

No. 7-133A046  
Date JUN 8 1987  
Fee \$ 10.00

Dear Secretary:

ICC Washington, D C.

I have enclosed an original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a security agreement, a primary document dated April 30, 1987.

The names and addresses of the parties to the documents are as follows:

Secured Party: The Chase Manhattan Bank (National Association), One Chase Manhattan Plaza, New York, New York 10081;

Borrower: Cain Chemical Inc., 11 Greenway Plaza, Suite 2700, Houston, Texas 77046.

A description of the equipment covered in the document is attached hereto as Exhibit A.

A fee of \$10.00 is enclosed. Please return the original and extra copies not needed by the Commission for recordation to Robin J. Miles.

A short summary of the document to appear in the index follows:

Security Agreement between Cain Chemical Inc., Eleven Greenway Plaza, Suite 2700, Houston, Texas 77046 and The Chase Manhattan Bank (National Association), One Chase

106 OFFICE OF  
THE SECRETARY  
JUN 8 4 25 PM '87  
NOTICE OF RECEIPT UNIT

*Quintanilla - CMR*

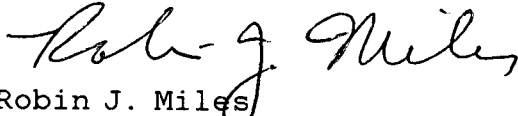
BRACEWELL & PATTERSON

Secretary, Interstate Commerce  
Commission  
June 8, 1987  
Page 2

Manhattan Plaza, New York, New York 10081 dated April 30,  
1987, as amended by Amendment No. 1 dated June 9, 1987  
covering 685 railroad hopper cars.

Very truly yours,

Bracewell & Patterson

  
Robin J. Miles

RJM/dkc  
enclosures

29RJMS/V

# EXHIBIT A

## EXHIBIT

### SCHEDULE 1

#### Rail Cars Owned by the Company:

	<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
1.	DUPX035027	1060	4000
2.	DUPX035029	1160	4000
3.	DUPX035036	1160	4000
4.	DUPX035037	1160	4000
5.	DUPX035038	1160	4000
6.	DUPX035039	1160	4000
7.	DUPX035041	1160	4000
8.	DUPX035043	1160	4000
9.	DUPX035051	1160	4000
10.	DUPX035052	1160	4000
11.	DUPX035059	1160	4000
12.	DUPX035060	1160	4000
13.	DUPX035065	1160	4000
14.	DUPX035067	1160	4000
15.	DUPX035071	1160	4000
16.	DUPX035085	0361	4000
17.	DUPX035087	0361	4000
18.	DUPX035089	0361	4000
19.	DUPX035093	0361	4000
20.	DUPX035096	0361	4000
21.	DUPX035097	0361	4000
22.	DUPX035100	0361	4000
23.	DUPX035101	0361	4000
24.	DUPX035103	0361	4000
25.	DUPX035104	0361	4000
26.	DUPX035113	0361	4000
27.	DUPX035115	0361	4000
28.	DUPX035116	0361	4000
29.	DUPX035117	0361	4000
30.	DUPX035120	0361	4000
31.	DUPX035125	0261	4000
32.	DUPX035127	0961	4000
33.	DUPX035135	0961	4000
34.	DUPX035140	0961	4000
35.	DUPX035141	0961	4000

	<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
36.	DUPX035142	0961	4000
37.	DUPX035143	0961	4000
38.	DUPX035146	1061	4000
39.	DUPX035147	1061	4000
40.	DUPX035151	1061	4000
41.	DUPX035155	1061	4000
42.	DUPX035166	1061	4000
43.	DUPX035167	1061	4000
44.	DUPX035168	1061	4000
45.	DUPX035169	1061	4000
46.	DUPX035170	1061	4000
47.	DUPX035175	1061	4000
48.	DUPX035181	1061	4000
49.	DUPX035182	1061	4000
50.	DUPX035184	1061	4000
51.	DUPX035186	0962	4000
52.	DUPX035187	0962	4000
53.	DUPX035188	0962	4000
54.	DUPX035192	0962	4000
55.	DUPX035201	0962	4000
56.	DUPX035203	0962	4000
57.	DUPX035205	0962	4000
58.	DUPX035206	0962	4000
59.	DUPX035207	0962	4000
60.	DUPX035209	0962	4000
61.	DUPX035211	0962	4000
62.	DUPX035213	0962	4000
63.	DUPX035218	0962	4000
64.	DUPX035222	0962	4000
65.	DUPX035227	1062	4000
66.	DUPX035232	1062	4000
67.	DUPX035241	1062	4000
68.	DUPX035247	1062	4000
69.	DUPX035259	1062	4000
70.	DUPX035267	1062	4000
71.	DUPX035402	0463	4000
72.	DUPX035404	0463	4000
73.	DUPX035405	0463	4000
74.	DUPX035408	0463	4000
75.	DUPX035410	0463	4000
76.	DUPX035414	0463	4000
77.	DUPX035416	0463	4000
78.	DUPX035419	0463	4000
79.	DUPX035421	0463	4000
80.	DUPX035422	0463	4000
81.	DUPX035423	0463	4000
82.	DUPX035427	0463	4000
83.	DUPX035428	0463	4000
84.	DUPX035429	0463	4000

<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
85. DUPX035431	0463	4000
86. DUPX035432	0463	4000
87. DUPX035436	0463	4000
88. DUPX035439	0463	4000
89. DUPX035440	0463	4000
90. DUPX035441	0463	4000
91. DUPX035446	0463	4000
92. DUPX035447	0463	4000
93. DUPX035448	0463	4000
94. DUPX035450	0463	4000
95. DUPX035451	0463	4000
96. DUPX035452	0463	4000
97. DUPX035455	0463	4000
98. DUPX035456	0463	4000
99. DUPX035462	0463	4000
100. DUPX035463	0463	4000
101. DUPX035469	0463	4000
102. DUPX035476	0563	4000
103. DUPX035478	0563	4000
104. DUPX035479	0563	4000
105. DUPX035490	0563	4000
106. DYPX035491	0563	4000
107. DUPX035492	0563	4000
108. DUPX035496	0164	4000
109. DUPX035503	0164	4000
110. DUPX035504	0164	4000
111. DUPX035505	0164	4000
112. DUPX035511	0164	4000
113. DUPX035513	0164	4000
114. DUPX035517	0164	4000
115. DUPX035530	0164	4000
116. DUPX035534	0164	4000
117. DUPX035535	0164	4000
118. DUPX035538	0264	4000
119. DUPX035549	0264	4000
120. DUPX035550	0264	4000
121. DUPX035552	0264	4000
122. DUPX035559	0564	4000
123. DUPX035574	0564	4000
124. DUPX035576	0564	4000
125. DUPX035579	0564	4000
126. DUPX035580	0564	4000
127. DUPX035595	1263	4000
128. DUPX035602	1263	4000
129. DUPX035603	1263	4000
130. DUPX035605	1263	4000
131. DUPX035606	1263	4000
132. DUPX035612	1263	4000
133. DUPX035616	1263	4000

<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
134. DUPX035619	1263	4000
135. DUPX035627	0164	4000
136. DUPX036008	0665	4460
137. DUPX036011	0665	4460
138. DUPX036012	0665	4460
139. DUPX036014	0665	4460
140. DUPX036016	0665	4460
141. DUPX036025	0665	4460
142. DUPX036027	0665	4460
143. DUPX036028	0665	4460
144. DUPX036032	0665	4460
145. DUPX036033	0665	4460
146. DUPX036037	0665	4460
147. DUPX036041	0665	4460
148. DUPX036042	0665	4460
149. DUPX036044	0665	4460
150. DUPX036045	0665	4460
151. DUPX036046	0665	4460
152. DUPX036049	0665	4460
153. DUPX036050	0665	4460
154. DUPX036054	0665	4460
155. DUPX036062	0665	4460
156. DUPX036064	0665	4460
157. DUPX036066	0665	4460
158. DUPX036067	0665	4460
159. DUPX036068	0665	4460
160. DUPX036069	0665	4460
161. DUPX036070	0665	4460
162. DUPX036074	0665	4460
163. DUPX036079	0665	4460
164. DUPX036081	0665	4460
165. DUPX036083	0665	4460
166. DUPX036084	0665	4460
167. DUPX036092	0665	4460
168. DUPX036094	0665	4460
169. DUPX036095	0665	4460
170. DUPX036096	0665	4460
171. DUPX036098	0665	4460
172. DUPX036103	0665	4460
173. DUPX036104	0665	4460
174. DUPX036105	0665	4460
175. DUPX036106	0665	4460
176. DUPX036114	0665	4460
177. DUPX036116	0665	4460
178. DUPX036118	0665	4460
179. DUPX036121	0665	4460
180. DUPX036126	0665	4460
181. DUPX036135	0966	4460
182. DUPX036144	0966	4460

<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
183. DUPX036146	0966	4460
184. DUPX036148	0966	4460
185. DUPX036154	0966	4460
186. DUPX036155	0966	4460
187. DUPX036159	0966	4460
188. DUPX036160	0966	4460
189. DUPX036164	0966	4460
190. DUPX036166	0966	4460
191. DUPX036172	0966	4460
192. DUPX036174	0966	4460
193. DUPX036176	0966	4460
194. DUPX036179	0966	4460
195. DUPX036180	0966	4460
196. DUPX036183	0966	4460
197. DUPX036186	0966	4460
198. DUPX036189	0966	4460
199. DUPX036190	0966	4460
200. DUPX036195	0966	4460
201. DUPX036196	0966	4460
202. DUPX036198	0966	4460
203. DUPX036201	0966	4460
204. DUPX036219	0966	4460
205. DUPX036224	0966	4460
206. DUPX036225	0966	4460
207. DUPX036228	0966	4460
208. DUPX036231	0966	4460
209. DUPX036232	0966	4460
210. DUPX036235	0966	4460
211. DUPX036238	0966	4460
212. DUPX036239	0966	4460
213. DUPX036241	0966	4460
214. DUPX036248	0966	4460
215. DUPX036251	0966	4460
216. DUPX036252	0966	4460
217. DUPX036254	0966	4460
218. DUPX036255	0966	4460
219. DUPX036260	0966	4460
220. DUPX036261	0966	4460
221. DUPX036270	1168	4460
222. DUPX036280	1168	4460
223. DUPX036283	1168	4460
224. DUPX036285	1168	4460
225. DUPX036294	1168	4460
226. DUPX036313	1168	4460
227. DUPX036318	1168	4460
228. DUPX036323	1168	4460
229. DUPX036327	1168	4460
230. DUPX036346	1168	4460
231. DUPX036385	0270	4460

<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
232. DUPX036389	0270	4460
233. DUPX036415	0270	4460
234. DUPX036431	0270	4460
235. DUPX036438	0270	4460
236. DUPX036443	0270	4460
237. DUPX036450	0270	4460
238. DUPX036454	0270	4460
239. DUPX036455	0270	4460
240. DUPX036477	0370	4460
241. DUPX035700	0771	5700
242. DUPX035701	0771	5700
243. DUPX035702	0771	5700
244. DUPX035706	0771	5700
245. DUPX035707	0771	5700
246. DUPX035708	0771	5700
247. DUPX035709	0771	5700
248. DUPX035710	0771	5700
249. DUPX035711	0771	5700
250. DUPX035712	0771	5700
251. DUPX035713	0771	5700
252. DUPX035714	0771	5700
253. DUPX035716	0771	5700
254. DUPX035717	0771	5700
255. DUPX035719	0771	5700
256. DUPX035720	0771	5700
257. DUPX035721	0771	5700
258. DUPX035722	0771	5700
259. DUPX035723	0771	5700
260. DUPX035724	0771	5700
261. DUPX035725	0771	5700
262. DUPX035726	0771	5700
263. DUPX035727	0771	5700
264. DUPX035728	0771	5700
265. DUPX035731	0771	5700
266. DUPX035732	0771	5700
267. DUPX035734	0771	5700
268. DUPX035735	0771	5700
269. DUPX035736	0771	5700
270. DUPX035737	0771	5700
271. DUPX035739	0771	5700
272. DUPX035741	0771	5700
273. DUPX035742	0771	5700
274. DUPX035743	0771	5700
275. DUPX035745	0771	5700
276. DUPX035748	0771	5700
277. DUPX035749	0771	5700
278. DUPX035751	0771	5700
279. DUPX035752	0771	5700
280. DUPX035753	0771	5700



<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
281. DUPX035754	0771	5700
282. DUPX035759	0771	5700
283. DUPX035760	0771	5700
284. DUPX035761	0771	5700
285. DUPX035762	0771	5700
286. DUPX035763	0771	5700
287. DUPX035764	0771	5700
288. DUPX035766	0771	5700
289. DUPX035767	0771	5700
290. DUPX035768	0771	5700
291. DUPX035769	0771	5700
292. DUPX035770	0771	5700
293. DUPX035771	0771	5700
294. DUPX035773	0771	5700
295. DUPX035774	0771	5700
296. DUPX035775	0771	5700
297. DUPX035776	0771	5700
298. DUPX035777	0771	5700
299. DUPX035778	0771	5700
300. DUPX035779	0771	5700
301. DUPX035780	0771	5700
302. DUPX035781	0771	5700
303. DUPX035782	0771	5700
304. DUPX035783	0771	5700
305. DUPX035784	0771	5700
306. DUPX035785	0771	5700
307. DUPX035786	0771	5700
308. DUPX035787	0771	5700
309. DUPX035788	0771	5700
310. DUPX035789	0771	5700
311. DUPX035790	0972	5700
312. DUPX035791	0972	5700
313. DUPX035792	0972	5700
314. DUPX035793	0972	5700
315. DUPX035794	0972	5700
316. DUPX035796	0972	5700
317. DUPX035797	0972	5700
318. DUPX035798	0972	5700
319. DUPX035799	0972	5700
320. DUPX035801	0972	5700
321. DUPX035802	0972	5700
322. DUPX035803	0972	5700
323. DUPX035804	0972	5700
324. DUPX035805	1172	5700
325. DUPX035806	1172	5700
326. DUPX035808	1172	5700
327. DUPX035809	1172	5700
328. DUPX035812	1172	5700
329. DUPX035813	1172	5700

<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
330. DUPX035814	1172	5700
331. DUPX035815	1072	5700
332. DUPX035816	1072	5700
333. DUPX035817	1172	5700
334. DUPX035818	1072	5700
335. DUPX035819	1072	5700
336. DUPX035821	1172	5700
337. DUPX035822	1172	5700
338. DUPX035823	1172	5700
339. DUPX035824	1172	5700
340. DUPX035825	1172	5700
341. DUPX035826	1172	5700
342. DUPX035827	1172	5700
343. DUPX035828	1072	5700
344. DUPX035829	1172	5700
345. DUPX035830	1172	5700
346. DUPX035831	1172	5700
347. DUPX035832	1072	5700
348. DUPX035833	1072	5700
349. DUPX035834	0972	5700
350. DUPX035835	0972	5700
351. DUPX035836	0972	5700
352. DUPX035837	0972	5700
353. DUPX035839	1172	5700
354. DUPX035840	1072	5700
355. DUPX035841	0972	5700
356. DUPX035842	0972	5700
357. DUPX035843	0972	5700
358. DUPX035844	1072	5700
359. DUPX035845	1072	5700
360. DUPX035847	1172	5700
361. DUPX035848	1172	5700
362. DUPX035849	1072	5700
363. DUPX035850	0972	5700
364. DUPX035852	1172	5700
365. DUPX035853	1172	5700
366. DUPX035855	1172	5700
367. DUPX035856	1172	5700
368. DUPX035858	1072	5700
369. DUPX035859	1072	5700
370. DUPX035860	1072	5700
371. DUPX035861	1072	5700
372. DUPX035862	1072	5700
373. DUPX035863	1072	5700
374. DUPX035864	1072	5700
375. DUPX035866	0972	5700
376. DUPX035867	0972	5700
377. DUPX035868	1072	5700
378. DUPX035870	1072	5700

<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
379. DUPX035871	0972	5700
380. DUPX035872	1072	5700
381. DUPX035873	1072	5700
382. DUPX035874	1072	5700
383. DUPX035875	1072	5700
384. DUPX035876	1072	5700
385. DUPX035877	1072	5700
386. DUPX035878	1072	5700
387. DUPX035880	1072	5700
388. DUPX035881	1072	5700
389. DUPX035882	1072	5700
390. DUPX035883	1072	5700
391. DUPX035884	1072	5700
392. DUPX035886	1072	5700
393. DUPX035887	1072	5700
394. DUPX035888	1072	5700
395. DUPX035889	1072	5700
396. DUPX036802	0473	5700
397. DUPX036803	0473	5700
398. DUPX036805	0473	5700
399. DUPX036806	0473	5700
400. DUPX036807	0473	5700
401. DUPX036808	0473	5700
402. DUPX036809	0473	5700
403. DUPX036810	0473	5700
404. DUPX036811	0473	5700
405. DUPX036813	0473	5700
406. DUPX036814	0473	5700
407. DUPX036816	0473	5700
408. DUPX036817	0473	5700
409. DUPX036818	0473	5700
410. DUPX036819	0473	5700
411. DUPX036820	0473	5700
412. DUPX036821	0473	5700
413. DUPX036822	0473	5700
414. DUPX036823	0473	5700
415. DUPX036824	0473	5700
416. DUPX036825	0473	5700
417. DUPX036826	0473	5700
418. DUPX036827	0473	5700
419. DUPX036828	0473	5700
420. DUPX036829	0473	5700
421. DUPX036830	0473	5700
422. DUPX036831	0473	5700
423. DUPX036832	0473	5700
424. DUPX036833	0473	5700
425. DUPX036834	0473	5700
426. DUPX036836	0473	5700
427. DUPX036838	0473	5700

<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
428. DUPX036839	0473	5700
429. DUPX036840	0473	5700
430. DUPX036841	0473	5700
431. DUPX036843	0473	5700
432. DUPX036844	0473	5700
433. DUPX036845	0473	5700
434. DUPX036846	0473	5700
435. DUPX036849	0473	5700
436. DUPX036850	0473	5700
437. DUPX036852	0573	5700
438. DUPX036853	0573	5700
439. DUPX036854	0573	5700
440. DUPX036855	0573	5700
441. DUPX036856	0573	5700
442. DUPX036858	0573	5700
443. DUPX036859	0573	5700
444. DUPX036860	0573	5700
445. DUPX036861	0573	5700
446. DUPX036862	0573	5700
447. DUPX036863	0573	5700
448. DUPX036864	0573	5700
449. DUPX036865	0573	5700
450. DUPX036866	0573	5700
451. DUPX036868	0573	5700
452. DUPX036869	0573	5700
453. DUPX036870	0573	5700
454. DUPX036872	0573	5700
455. DUPX036873	0573	5700
456. DUPX036874	0573	5700
457. DUPX036875	0573	5700
458. DUPX036876	0573	5700
459. DUPX036877	0573	5700
460. DUPX036878	0573	5700
461. DUPX036879	0573	5700
462. DUPX036880	0573	5700
463. DUPX036881	0573	5700
464. DUPX036882	0573	5700
465. DUPX036884	0573	5700
466. DUPX036886	0573	5700
467. DUPX036887	0573	5700
468. DUPX036888	0573	5700
469. DUPX036889	0573	5700
470. DUPX036890	0573	5700
471. DUPX036891	0573	5700
472. DUPX036892	0573	5700
473. DUPX036893	0573	5700
474. DUPX036894	0573	5700
475. DUPX036895	0573	5700
476. DUPX036896	0573	5700

<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
477. DUPX036897	0573	5700
478. DUPX036898	0673	5700
479. DUPX036899	0673	5700
480. DUPX036900	0673	5700
481. DUPX036901	0673	5700
482. DUPX036902	0673	5700
483. DUPX036903	0673	5700
484. DUPX036904	0673	5700
485. DUPX036905	0673	5700
486. DUPX036907	0673	5700
487. DUPX036908	0973	5700
488. DUPX036909	0973	5700
489. DUPX036910	0973	5700
490. DUPX036911	0973	5700
491. DUPX036912	0973	5700
492. DUPX036913	0973	5700
493. DUPX036915	0973	5700
494. DUPX036916	0973	5700
495. DUPX036917	0973	5700
496. DUPX036918	0973	5700
497. DUPX036921	0973	5700
498. DUPX036922	0973	5700
499. DUPX036923	0973	5700
500. DUPX036925	0973	5700
501. DUPX036926	0973	5700
502. DUPX036927	0973	5700
503. DUPX036928	0973	5700
504. DUPX036931	0973	5700
505. DUPX036933	0973	5700
506. DUPX036935	0973	5700
507. DUPX036936	0973	5700
508. DUPX036937	0973	5700
509. DUPX036938	0973	5700
510. DUPX036939	0973	5700
511. DUPX036940	0973	5700
512. DUPX036941	0973	5700
513. DUPX036942	0973	5700
514. DUPX036944	0973	5700
515. DUPX036945	0973	5700
516. DUPX036946	0973	5700
517. DUPX036950	0973	5700
518. DUPX036951	0973	5700
519. DUPX036952	0973	5700
520. DUPX036953	0973	5700
521. DUPX036954	0973	5700
522. DUPX036955	0973	5700
523. DUPX036983	0973	5700
524. DUPX036984	0973	5700
525. DUPX036985	0973	5700

<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
526. DUPX036986	0973	5700
527. DUPX036991	0973	5700
528. DUPX036999	0973	5700
529. DUPX037000	0973	5700
530. DUPX037004	0973	5700
531. DUPX037005	0973	5700
532. DUPX037006	0973	5700
533. DUPX037007	0973	5700
534. DUPX037011	0973	5700
535. DUPX037012	0973	5700
536. DUPX037013	0973	5700
537. DUPX037014	0973	5700
538. DUPX037015	0973	5700
539. DUPX037018	0973	5700
540. DUPX037021	0973	5700
541. DUPX037022	0973	5700
542. DUPX037023	0973	5700
543. DUPX037024	0973	5700
544. DUPX037025	0973	5700
545. DUPX037026	0973	5700
546. DUPX037027	0973	5700
547. DUPX037028	0973	5700
548. DUPX037029	0973	5700
549. DUPX037030	0973	5700
550. DUPX037031	0973	5700
551. DUPX037034	0973	5700
552. DUPX037035	0973	5700
553. DUPX037036	0973	5700
554. DUPX037038	0973	5700
555. DUPX037039	0973	5700
556. DUPX037041	0174	5700
557. DUPX037044	0174	5700
558. DUPX037047	0174	5700
559. DUPX037048	0174	5700
560. DUPX037049	0174	5700
561. DUPX037050	0174	5700
562. DUPX037051	0174	5700
563. DUPX037052	0174	5700
564. DUPX037053	0174	5700
565. DUPX037054	0174	5700
566. DUPX037055	0174	5700
567. DUPX037056	0174	5700
568. DUPX037058	0174	5700
569. DUPX037059	0174	5700
570. DUPX037060	0174	5700
571. DUPX037061	0174	5700
572. DUPX037063	0174	5700
573. DUPX037065	0174	5700
574. DUPX037066	0174	5700

Car NumberFramebeltShellcap

575. DUPX037067	0174	5700
576. DUPX037071	0174	5700
577. DUPX037072	0174	5700
578. DUPX037075	0174	5700
579. DUPX037076	0174	5700
580. DUPX037077	0174	5700
581. DUPX037078	0174	5700
582. DUPX037079	0174	5700
583. DUPX037080	0174	5700
584. DUPX037082	0174	5700
585. DUPX037083	0174	5700
586. DUPX037084	0174	5700
587. DUPX037085	0174	5700
588. DUPX037086	0174	5700
589. DUPX037087	0174	5700
590. DUPX037088	0174	5700
591. DUPX037089	0174	5700
592. DUPX037090	0174	5700
593. DUPX037091	0174	5700
594. DUPX037095	0174	5700
595. DUPX037096	0174	5700
596. DUPX037097	0174	5700
597. DUPX037098	0174	5700
598. DUPX037099	0174	5700
599. DUPX037100	0174	5700
600. DUPX037101	0174	5700
601. DUPX037104	0174	5700
602. DUPX037106	0174	5700
603. DUPX037107	0174	5700
604. DUPX037108	0174	5700
605. DUPX037109	0174	5700
606. DUPX037110	0174	5700
607. DUPX037111	0174	5700
608. DUPX037113	0174	5700
609. DUPX037115	0174	5700
610. DUPX037116	0174	5700
611. DUPX037118	0174	5700
612. DUPX037120	0174	5700
613. DUPX037121	0174	5700
614. DUPX037122	0174	5700
615. DUPX037123	0174	5700
616. DUPX037124	0174	5700
617. DUPX037125	0174	5700
618. DUPX037126	0174	5700
619. DUPX037127	0174	5700
620. DUPX037130	0174	5700
621. DUPX037132	0174	5700
622. DUPX037133	0174	5700
623. DUPX037134	0174	5700

<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
624. DUPX037135	0174	5700
625. DUPX037136	0174	5700
626. DUPX037137	0174	5700
627. DUPX037138	0174	5700
628. DUPX037139	0174	5700
629. DUPX037140	0174	5700
630. DUPX037141	0174	5700
631. DUPX037142	0174	5700
632. DUPX037143	0174	5700
633. DUPX037144	0174	5700
634. DUPX037145	0174	5700
635. DUPX037146	0174	5700
636. DUPX037147	0174	5700
637. DUPX037148	0174	5700
638. DUPX037150	0174	5700
639. DUPX037151	0174	5700
640. DUPX037152	0174	5700
641. DUPX037153	0174	5700
642. DUPX037154	0174	5700
643. DUPX037156	0174	5700
644. DUPX037157	0174	5700
645. DUPX037158	0174	5700
646. DUPX037159	0174	5700
647. DUPX037161	0174	5700
648. DUPX037162	0174	5700
649. DUPX037164	0174	5700
650. DUPX037165	0174	5700
651. DUPX037166	0174	5700
652. DUPX037167	0174	5700
653. DUPX037168	0174	5700
654. DUPX037169	0174	5700
655. DUPX037170	0174	5700
656. DUPX037172	0174	5700
657. DUPX037173	0174	5700
658. DUPX037175	0174	5700
659. DUPX037177	0174	5700
660. DUPX037179	0174	5700
661. DUPX037181	0174	5700
662. DUPX037182	0174	5700
663. DUPX037183	0174	5700
664. DUPX037184	0174	5700
665. DUPX037185	0174	5700
666. DUPX037226	0676	5700
667. DUPX037233	0676	5700
668. DUPX037236	0876	5700
669. DUPX037241	0576	5700
670. DUPX037244	0676	5700
671. DUPX037246	0576	5700
672. DUPX037252	0576	5700



Car NumberFramebeltShellcap

673. DUPX037253	0576	5700
674. DUPX037254	0576	5700
675. DUPX037256	0576	5700
676. DUPX037257	0576	5700
677. DUPX037262	0676	5700
678. DUPX037263	0576	5700
679. DUPX037270	0476	5700
680. DUPX037274	0676	5700
681. DUPX037276	0576	5700
682. DUPX037279	0576	5700
683. DUPX037290	1176	5700
684. DUPX037291	1176	5700
685. DUPX037295	1176	5700

SCHEDULE 2

Railcar Leases

1. Lease of Railroad Equipment dated May 15, 1987 between Pullman Leasing Company and Cain Chemical Inc. and Riders 1 through 12 thereto.
2. Car Service Contract Number 2-4420 dated May 15, 1987 between ACF Industries Incorporated and Cain Chemical Inc.
3. Car Leasing Agreement 1214-83 dated May 29, 1987 between General Electric Railcar Services Corporation and Cain Chemical Inc. and Riders 1 and 2 thereto.
4. Car Service Agreement dated February 1, 1961 between Union Tank Car Company and E.I. du Pont de Nemours and Company and Rider 267 thereto dated January 5, 1985, in each case, as assigned to Cain Chemical Inc. pursuant to the Company Asset Purchase Agreement.

Interstate Commerce Commission  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

June 8, 1987

Mr. Robin J. Miles  
Bracewell & Patterson  
2900 South Tower Pennzoil Place  
Houston, Texas 77002

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6-8-87 at 4:30PM ✓, and assigned re-recording number(s). I52I6-B and I524I

Sincerely yours,

*Norita R. McGee*  
Secretary

Enclosure(s)

SE-30  
(7/79)

JUN 8 1987 -4 30 PM

## SECURITY AGREEMENT

INTERSTATE COMMERCE COMMISSION

AGREEMENT dated as of April 30, 1987 between CAIN CHEMICAL INC., a Delaware corporation (with its successors, the "Guarantor") and THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), as Agent.

W I T N E S S E T H :

WHEREAS, the Guarantor, PDG Acquisition Company, a Delaware corporation ("PDGAC"), certain banks and The Chase Manhattan Bank (National Association), as agent for such banks are parties to a Credit Agreement of even date herewith (as the same may be amended from time to time, the "Credit Agreement") providing, subject to the terms and conditions thereof, for extensions of credit to be made by said banks to PDGAC in an aggregate principal amount not exceeding \$42,000,000;

WHEREAS, in order to induce said banks and The Chase Manhattan Bank (National Association), as agent for such banks, to enter into the Credit Agreement, the Guarantor has pursuant to the Credit Agreement guaranteed unconditionally the obligations of PDGAC under the Credit Agreement and the Notes issued pursuant thereto and has agreed to grant a continuing security interest in and to the Collateral (as hereafter defined) to secure its obligations under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions

Terms defined in the Credit Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for therein. The following additional terms, as used herein, have the following respective meanings:

"Accounts" means all "accounts" (as defined in the UCC) now owned or hereafter acquired by the Guarantor, and shall also mean and include all accounts receivable, contract rights, book debts, notes, drafts and other obligations or indebtedness owing to the Guarantor arising from the sale, lease or exchange of goods or other property by it and/or the performance of services by it (including, without limitation, any such obligation which might be characterized as an account, contract right or general intangible under the Uniform Commercial Code in effect in any jurisdiction) and all of the Guarantor's rights in, to and under all purchase orders for goods, services or other property, and all of the Guarantor's rights to any goods, services or other property represented by any of the foregoing (including returned or repossessed goods and unpaid sellers' rights of rescission, replevin, reclamation and rights to stoppage in transit) and all monies due to or to become due to the Guarantor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services by it (whether or not yet earned by performance on the part of the Guarantor), in each case whether now in existence or hereafter arising or acquired including, without limitation, the right to receive the proceeds of said purchase orders and contracts and all collateral security and guarantees of any kind given by any Person with respect to any of the foregoing.

"Collateral" has the meaning set forth in Section 3.

"Collateral Account" has the meaning set forth in Section 5.

"Documents" means all "documents" (as defined in the UCC) or other receipts covering, evidencing or representing goods, now owned or hereafter acquired, by the Guarantor.

"Equipment" means all "equipment" (as defined in the UCC) now owned or hereafter acquired by the Guarantor, including without limitation all motor vehicles, trucks, trailers and rolling stock.

"General Intangibles" means all "general intangibles" (as defined in the UCC) now owned or hereafter acquired by the Guarantor, including, without limitation, all obligations or indebtedness owing to the Guarantor (other than Accounts) from whatever source arising and all Patent Licenses, Patents, Trademark Licenses, Trademarks, rights in

intellectual property, goodwill, trade names, service marks, trade secrets, copyrights, permits and licenses.

"Instruments" means all "instruments", "chattel paper" or "letters of credit" (each as defined in the UCC) evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Accounts, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances, now owned or hereafter acquired by the Guarantor.

"Inventory" means all "inventory" (as defined in the UCC), now owned or hereafter acquired by the Guarantor, wherever located, and shall also mean and include, without limitation, all raw materials and other materials and supplies, work-in-process and finished goods and any products made or processed therefrom and all substances, if any, commingled therewith or added thereto.

"Patent License" means any written agreement now or hereafter in existence granting to the Guarantor any right to practice any invention on which a Patent is in existence.

"Patents" means all the following: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

"Perfection Certificate" means a certificate substantially in the form of Exhibit A, completed and supplemented with the schedules and attachments contemplated thereby to the satisfaction of the Agent, and duly executed by the chief executive officer and the chief legal officer of the Guarantor.

"Permitted Liens" means the Security Interests and the Liens on the Collateral permitted to be created, assumed or exist pursuant to Section 8.10 of the Credit Agreement.

"Proceeds" means all proceeds of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or realization upon, collateral,

including without limitation all claims of the Guarantor against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of, any collateral, and any condemnation or requisition payments with respect to any collateral, in each case whether now existing or hereafter arising.

"Secured Obligations" means the obligations secured under this Agreement including (a) all amounts payable by the Guarantor hereunder or under the Credit Agreement and (b) any renewals or extensions of any of the foregoing.

"Security Interests" means the security interests granted pursuant to Section 3, as well as all other security interests created or assigned as additional security for the Secured Obligations pursuant to the provisions of this Agreement.

"Trademark License" means any written agreement now or hereafter in existence granting to the Guarantor any right to use any Trademark.

"Trademarks" means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof and (ii) all reissues, extensions or renewals thereof.

"UCC" means the Uniform Commercial Code as in effect on the date hereof in the State of New York; provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the Security Interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

## SECTION 2. Representations and Warranties

The Guarantor represents and warrants as follows:

(A) The Guarantor has good and marketable title to all of the Collateral, free and clear of any Liens other than the Permitted Liens. The Guarantor has taken all actions necessary under the UCC to perfect its interest in any Accounts purchased or otherwise acquired by it, as against its assignors and creditors of its assignors. The Guarantor neither owns nor leases any rolling stock perfection of a security interest in which requires filings with the Interstate Commerce Commission.

(B) The Guarantor has not performed any acts which might prevent the Agent from enforcing any of the terms of this Agreement or which would limit the Agent in any such enforcement. Other than financing statements or other similar or equivalent documents or instruments with respect to the Security Interests and Permitted Liens, no financing statement, mortgage, security agreement or similar or equivalent document or instrument covering all or any part of the Collateral is on file or of record in any jurisdiction in which such filing or recording would be effective to perfect a Lien on such Collateral. No Collateral is in the possession of any Person (other than the Guarantor) asserting any claim thereto or security interest therein, except that the Agent or its designee may have possession of Collateral as contemplated hereby.

(C) Not later than the date of the first borrowing under the Credit Agreement, the Guarantor shall deliver the Perfection Certificate to the Agent. The information set forth therein shall be correct and complete. Not later than 60 days following the date of the first borrowing, the Guarantor shall furnish to the Agent file search reports from each filing office set forth in Schedule 7 to the Perfection Certificate or other evidence satisfactory to the Majority Banks confirming the filing information set forth in such Schedule.

(D) When UCC financing statements in appropriate form have been filed in the offices specified in the Perfection Certificate, the Security Interests shall constitute valid and perfected security interests in the Collateral (except Inventory in transit) to the extent that a security interest therein may be perfected by filing pursuant to the



UCC, prior to all other Liens and rights of others therein except for the Permitted Liens.

(E) The Inventory and Equipment are insured in accordance with the requirements of the Credit Agreement.

(F) All Inventory has or will have been produced in compliance with the applicable requirements of the Fair Labor Standards Act, as amended.

### SECTION 3. The Security Interests

(A) In order to secure the full and punctual payment of the Secured Obligations in accordance with the terms thereof, and to secure the performance of all of the obligations of the Guarantor hereunder and under the Credit Agreement, the Guarantor hereby grants to the Agent for the ratable benefit of the Banks a continuing security interest in and to all of the following property of the Guarantor, whether now owned or existing or hereafter acquired or arising and regardless of where located (all being collectively referred to as the "Collateral"):

- (1) Accounts;
- (2) Inventory;
- (3) General Intangibles;
- (4) Documents;
- (5) Instruments;
- (6) Equipment;

(7) The Collateral Account, all cash deposited therein from time to time, the Liquid Investments made pursuant to Section 5(D) and other monies and property of any kind of the Guarantor in the possession or under the control of the Agent;

(8) All books and records (including, without limitation, customer lists, marketing information, credit files, price lists, operating records, vendor and supplier price lists, sales literature, computer programs, printouts and other computer

materials and records) of the Guarantor pertaining to any of the Collateral; and

(9) All Proceeds of, attachments or accessions to, or substitutions for all or any of the Collateral described in Clauses 1 through 8 hereof.

(B) The Security Interests are granted as security only and shall not subject the Agent or any Bank to, or transfer or in any way affect or modify, any obligation or liability of the Guarantor with respect to any of the Collateral or any transaction in connection therewith.

#### SECTION 4. Further Assurances; Covenants

(A) (I) The Guarantor will not change the location of (i) its chief executive office or chief place of business or (ii) the locations where it keeps or holds any Collateral (other than Inventory) or any records relating thereto from the applicable location described in the Perfection Certificate unless it shall have given the Agent prior notice thereof and delivered an opinion of counsel with respect thereto in accordance with Section 4(N). The Guarantor shall not in any event change the location of any Collateral if such change would cause the Security Interests in such Collateral to lapse or cease to be perfected.

(II) The Guarantor will not change its name, identity or corporate structure in any manner unless it shall have given the Agent prior notice thereof and delivered an opinion of counsel with respect thereto in accordance with Section 4(N).

(B) The Guarantor will, from time to time, at its expense, execute, deliver, file and record any statement, assignment, instrument, document, agreement or other paper and take any other action (including, without limitation, any filings with the United States Patent and Trademark Office and any filings of financing or continuation statements under the UCC) that from time to time may be necessary or desirable, or that the Agent may request, in order to create, preserve, upgrade in rank (to the extent required hereby), perfect, confirm or validate the Security Interests or to enable the Agent and the Banks to obtain the full benefits of this Agreement, or to enable the Agent to exercise and enforce any of its rights, powers and remedies hereunder with respect to any of the Collateral. To the extent permitted by law, the Guarantor hereby authorizes the Agent to execute

and file financing statements or continuation statements without the Guarantor's signature appearing thereon. The Guarantor agrees that a carbon, photographic, photostatic or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement. The Guarantor shall pay the costs of, or incidental to, any recording or filing of any financing or continuation statements concerning the Collateral.

(C) If any Collateral is at any time in the possession or control of any warehouseman, bailee or any of the Guarantor's agents or processors, the Guarantor shall, upon the request of the Agent acting on the instructions of the Majority Banks, notify such warehouseman, bailee, agent or processor of the Security Interests created hereby and to hold all such Collateral for the Agent's account subject to the Agent's instructions.

(D) The Guarantor shall keep full and accurate books and records relating to the Collateral, and stamp or otherwise mark such books and records in such manner as the Majority Banks may reasonably require in order to reflect the Security Interests.

(E) The Guarantor will immediately deliver and pledge each Instrument to the Agent, appropriately endorsed to the Agent, provided that so long as no Event of Default shall have occurred and be continuing, the Guarantor may retain for collection in the ordinary course any Instruments (other than checks and drafts constituting payments in respect of Accounts, as to which the provisions of Section 5(B) shall apply) received by it in the ordinary course of business and the Agent shall, promptly upon request of the Guarantor, make appropriate arrangements for making any other Instrument pledged by the Guarantor available to it for purposes of presentation, collection or renewal (any such arrangement to be effected, to the extent deemed appropriate to the Agent, against trust receipt or like document).

(F) The Guarantor shall use its best efforts to cause to be collected from its account debtors, as and when due, any and all amounts owing under or on account of each Account (including, without limitation, Accounts which are delinquent, such Accounts to be collected in accordance with lawful collection procedures) and apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Account, except that, unless an Event of Default has occurred and is continuing, the Guarantor may allow in the ordinary course of business as adjust-

ments to amounts owing under its Accounts (i) an extension or renewal of the time or times of payment, or settlement for less than the total unpaid balance, which the Guarantor finds appropriate in accordance with sound business judgment and (ii) a refund or credit due as a result of returned or damaged merchandise, all in accordance with the Guarantor's ordinary course of business consistent with its historical collection practices. The costs and expenses (including, without limitation, attorney's fees) of collection, whether incurred by the Guarantor or the Agent, shall be borne by the Guarantor.

(G) Upon the occurrence and during the continuance of any Event of Default, upon the request of the Majority Banks, the Guarantor will promptly notify (and the Guarantor hereby authorizes the Agent so to notify) each account debtor in respect of any Account or Instrument that such Collateral has been assigned to the Agent hereunder, and that any payments due or to become due in respect of such Collateral are to be made directly to the Agent or its designee.

(H) The Guarantor shall, (i) on or prior to the date of the first borrowing, in the case of Equipment now owned and (ii) within 10 days of acquiring any other Equipment, deliver to the Agent any and all certificates of title, applications for title or similar evidence of ownership of such Equipment and shall cause the Agent to be named as lienholder on any such certificate of title or other evidence of ownership. The Guarantor shall promptly inform the Agent of any additions to or deletions from the Equipment and shall not permit any such items to become a fixture to real estate or an accession to other personal property.

(I) From time to time upon request by the Agent, the Guarantor shall, at its cost and expense, cause to be delivered to the Banks an opinion of counsel satisfactory to the Agent as to such matters relating to the transactions contemplated hereby as the Majority Banks may reasonably request.

(J) Without the prior written consent of the Majority Banks, the Guarantor will not (a) sell, lease, exchange, assign or otherwise dispose of, or grant any option with respect to, any Collateral except as permitted under Section 8.09 of the Credit Agreement and, in the case of any such sale or exchange, the Security Interests created hereby in such item (but not in any Proceeds arising from such sale or exchange) shall cease immediately without any further action on the part of the Agent; or (b) create, incur or

suffer to exist any Lien with respect to any Collateral, except for the Permitted Liens.

(K) Prior to the date of the first borrowing under the Credit Agreement, the Guarantor will cause the Agent to be named as an insured party and loss payee on each insurance policy covering risks relating to any of its Inventory and Equipment. The Guarantor will deliver to the Agent, upon request of the Agent, the insurance policies for such insurance. Each such insurance policy shall include effective waivers by the insurer of all claims for insurance premiums against the Agent or any Bank, provide that all insurance proceeds shall be adjusted with and payable to the Agent and provide that no cancellation or termination thereof shall be effective until at least 30 days after receipt by the Agent of written notice thereof.

(L) The Guarantor will, promptly upon request, provide to the Agent all information and evidence it may reasonably request concerning the Collateral, and in particular the Accounts, to enable the Agent to enforce the provisions of this Agreement.

(M) The Guarantor shall notify the Agent immediately if it knows, or has reason to know, that any application or registration relating to any Patent or Trademark may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding the Guarantor's ownership of any Patent or Trademark, its right to register the same, or to keep and maintain the same. In the event that any Patent, Patent License, Trademark or Trademark License is infringed, misappropriated or diluted by a third party, the Guarantor shall notify the Agent promptly after it learns thereof and shall, unless the Guarantor shall reasonably determine that any such action would be of negligible economic value, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as the Guarantor shall reasonably deem appropriate under the circumstances to protect such Patent, Patent License, Trademark or Trademark License. In no event shall the Guarantor, either itself or through any agent, employee or licensee, file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision

thereof, unless not less than 30 days prior thereto it informs the Agent, and, upon request of the Agent, executes and delivers any and all agreements, instruments, documents and papers the Agent may request to evidence the Security Interests in such Patent or Trademark and the goodwill and general intangibles of the Guarantor relating thereto or represented thereby, and the Guarantor hereby constitutes the Agent its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest shall be irrevocable until the Secured Obligations are paid in full.

(N) Not more than six months nor less than 10 days prior to each date on which the Guarantor proposes to take any action contemplated by Section 4(A)(I) or (II), the Guarantor shall, at its cost and expense, cause to be delivered to the Banks an opinion of counsel, satisfactory to the Agent, substantially in the form of Exhibit B to the effect that all financing statements and amendments or supplements thereto, continuation statements and other documents required to be recorded or filed in order to perfect and protect the Security Interests for a period, specified in such opinion, continuing until a date not earlier than eighteen months from the date of such opinion, against all creditors of and purchasers from the Guarantor have been filed in each filing office necessary for such purpose and that all filing fees and taxes, if any, payable in connection with such filings have been paid in full.

#### SECTION 5. Collateral Account

(A) There is hereby established with the Agent a cash collateral account (the "Collateral Account") in the name and under the control of the Agent into which there shall be deposited from time to time the cash proceeds of the Collateral required to be delivered to the Agent pursuant to subsection (B) of this Section 5 or any other provision of this Agreement. Any income received by the Agent with respect to the balance from time to time standing to the credit of the Collateral Account, including any interest or capital gains on Liquid Investments, shall remain, or be deposited, in the Collateral Account. All right, title and interest in and to the cash amounts on deposit from time to time in the Collateral Account together with any Liquid Investments from time to time made pursuant to subsection (D) of this Section shall vest in the Agent, shall constitute part of the Collateral hereunder and shall not constitute

payment of the Secured Obligations until applied thereto as hereinafter provided.

(B) The Guarantor shall instruct all account debtors and other Persons obligated in respect of all Accounts to make all payments in respect of such Accounts either (i) directly to the Agent (by instructing that such payments be remitted to a post office box which shall be in the name and under the control of the Agent) or (ii) to one or more other banks in any state (other than Louisiana) in the United States (by instructing that such payments be remitted to a post office box which shall be in the name and under the control of such bank) under a Lockbox Letter substantially in the form of Exhibit C hereto duly executed by the Guarantor and such bank or under other arrangements, in form and substance satisfactory to the Agent, pursuant to which the Guarantor shall have irrevocably instructed such other bank (and such other bank shall have agreed) to remit all proceeds of such payments directly to the Agent for deposit into the Collateral Account or as the Agent may otherwise instruct such bank. All such payments made to the Agent shall be deposited in the Collateral Account. In addition to the foregoing, the Guarantor agrees that if the proceeds of any Collateral hereunder (including the payments made in respect of Accounts) shall be received by it, the Guarantor shall as promptly as possible deposit such proceeds into the Collateral Account. Until so deposited, all such proceeds shall be held in trust by the Guarantor for and as the property of the Agent and the Banks and shall not be commingled with any other funds or property of the Guarantor.

(C) The balance from time to time standing to the credit of the Collateral Account shall, except upon the occurrence and continuation of an Event of Default, be distributed to the Guarantor upon the order of the Guarantor. If immediately available cash on deposit in the Collateral Account is not sufficient to make any distribution to the Guarantor referred to in the previous sentence of this Section 5(C), the Agent shall liquidate as promptly as practicable Liquid Investments as required to obtain sufficient cash to make such distribution and, notwithstanding any other provision of this Section 5, such distribution shall not be made until such liquidation has taken place. Upon the occurrence and continuation of an Event of Default, the Agent shall, if so instructed by the Majority Banks, apply or cause to be applied (subject to collection) any or all of the balance from time to time standing to the credit of the Collateral Account in the manner specified in Section 9.

(D) Amounts on deposit in the Collateral Account shall be invested and re-invested from time to time in such Liquid Investments as the Guarantor shall determine, which Liquid Investments shall be held in the name and be under the control of the Agent, provided that, if an Event of Default has occurred and is continuing, the Agent shall, if instructed by the Majority Banks, liquidate any such Liquid Investments and apply or cause to be applied the proceeds thereof to the payment of the Secured Obligations in the manner specified in Section 9. For this purpose, (i) each Liquid Investment shall mature within 30 days after it is acquired by the Agent and (ii) in order to provide the Agent, for the benefit of the Banks, with a perfected security interest therein, each Liquid Investment shall be either:

(i) evidenced by negotiable certificates or instruments, or if non-negotiable then issued in the name of the Agent, which (together with any appropriate instruments of transfer) are delivered to, and held by, the Agent or an agent thereof (which shall not be the Guarantor or any of its Affiliates) in the State of New York; or

(ii) in book-entry form and issued by the United States and subject to pledge under applicable state law and Treasury regulations and as to which (in the opinion of counsel to the Agent) appropriate measures shall have been taken for perfection of the Security Interests.

#### SECTION 6. General Authority

The Guarantor hereby irrevocably appoints the Agent its true and lawful attorney, with full power of substitution, in the name of the Guarantor, the Agent, the Banks or otherwise, for the sole use and benefit of the Agent and the Banks, but at the Guarantor's expense, to the extent permitted by law to exercise, at any time and from time to time while an Event of Default has occurred and is continuing, all or any of the following powers with respect to all or any of the Collateral:

(i) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due thereon or by virtue thereof,



(ii) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto,

(iii) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectually as if the Agent were the absolute owner thereof, and

(iv) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto;

provided that the Agent shall give the Guarantor not less than ten days' prior written notice of the time and place of any sale or other intended disposition of any of the Collateral, except any Collateral which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market. The Guarantor agrees that such notice constitutes "reasonable notification" within the meaning of Section 9-504(3) of the UCC.

#### SECTION 7. Remedies upon Event of Default

(A) If any Event of Default has occurred and is continuing, the Agent may exercise on behalf of the Banks all rights of a secured party under the UCC (whether or not in effect in the jurisdiction where such rights are exercised) and, in addition, the Agent may, without being required to give any notice, except as herein provided or as may be required by mandatory provisions of law, (i) withdraw all cash and Liquid Investments in the Collateral Account and apply such monies, Liquid Investments and other cash, if any, then held by it as Collateral as specified in Section 9 and (ii) if there shall be no such monies, Liquid Investments or cash or if such monies, Liquid Investments or cash shall be insufficient to pay all the Secured Obligations in full, sell the Collateral or any part thereof at public or private sale, for cash, upon credit or for future delivery, and at such price or prices as the Agent may deem satisfactory. The Agent or any Bank may be the purchaser of any or all of the Collateral so sold at any public sale (or, if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, at any private sale) and thereafter hold the same, absolutely, free from any right or claim of whatsoever kind. The Guarantor will execute and deliver such documents and take such other action as the

Agent deems necessary or advisable in order that any such sale may be made in compliance with law. Upon any such sale the Agent shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. Each purchaser at any such sale shall hold the Collateral so sold to it absolutely, free from any claim or right of whatsoever kind, including any equity or right of redemption of the Guarantor which, to the extent permitted by law, hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any law now existing or hereafter adopted. The notice (if any) of such sale required by Section 6 shall (1) in case of a public sale, state the time and place fixed for such sale, and (2) in the case of a private sale, state the day after which such sale may be consummated. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Agent may fix in the notice of such sale. At any such sale the Collateral may be sold in one lot as an entirety or in separate parcels, as the Agent may determine. The Agent shall not be obligated to make any such sale pursuant to any such notice. The Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. In case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by the Agent until the selling price is paid by the purchaser thereof, but the Agent shall not incur any liability in case of the failure of such purchaser to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may again be sold upon like notice. The Agent, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose the Security Interests and sell the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction.

(B) For the purpose of enforcing any and all rights and remedies under this Agreement the Agent may (i) require the Guarantor to, and the Guarantor agrees that it will, at its expense and upon the request of the Agent, forthwith assemble all or any part of the Collateral as directed by the Agent and make it available at a place designated by the Agent which is, in its opinion, reasonably convenient to the Agent and the Guarantor, whether at the premises of the Guarantor or otherwise, (ii) to the extent permitted by applicable law, enter, with or without process

of law and without breach of the peace, any premise where any of the Collateral is or may be located, and without charge or liability to it seize and remove such Collateral from such premises, (iii) have access to and use the Guarantor's books and records relating to the Collateral and (iv) prior to the disposition of the Collateral, store or transfer it without charge in or by means of any storage or transportation facility owned or leased by the Guarantor, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent the Agent deems appropriate and, in connection with such preparation and disposition, use without charge any trademark, trade name, copyright, patent or technical process used by the Guarantor.

(C) Without limiting the generality of the foregoing, if any Event of Default has occurred and is continuing,

(i) the Agent may license, or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Patents or Trademarks included in the Collateral throughout the world for such term or terms, on such conditions and in such manner as the Agent shall in its sole discretion determine;

(ii) the Agent may (without assuming any obligations or liability thereunder), at any time and from time to time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Guarantor in, to and under any Patent Licenses or Trademark Licenses and take or refrain from taking any action under any thereof, and the Guarantor hereby releases the Agent and each of the Banks from, and agrees to hold the Agent and each of the Banks free and harmless from and against any claims arising out of, any lawful action so taken or omitted to be taken with respect thereto; and

(iii) upon request by the Agent, the Guarantor will execute and deliver to the Agent a power of attorney, in form and substance satisfactory to the Agent, for the implementation of any lease, assignment, license, sublicense, grant of option, sale or other disposition of a Patent or Trademark. In the event of any such disposition pursuant to this Section, the Guarantor shall supply its know-how and expertise relating to the manufacture and sale of the products bearing Trademarks or the

products or services made or rendered in connection with Patents, and its customer lists and other records relating to such Patents or Trademarks and to the distribution of said products, to the Agent.

SECTION 8. Limitation on Duty of Agent  
in Respect of Collateral.

Beyond the safe custody thereof, the Agent shall have no duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords its own property, and shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by the Agent in good faith.

SECTION 9. Application of Proceeds

Upon the occurrence and during the continuance of an Event of Default, the proceeds of any sale of, or other realization upon, all or any part of the Collateral and any cash held in the Collateral Account shall be applied by the Agent in the following order of priorities:

first, to payment of the expenses of such sale or other realization, including reasonable compensation to the Agent and its agents and counsel, and all expenses, liabilities and advances incurred or made by the Agent in connection therewith, and any other unreimbursed expenses for which the Agent or any Bank is to be reimbursed pursuant to Section 12.03 of the Credit Agreement or Section 12 hereof and unpaid fees owing to the Agent under the Credit Agreement;

second, to the ratable payment of accrued but unpaid interest on the Secured Obligations in accordance with the provisions of the Credit Agreement;

third, to the ratable payment of unpaid principal of the Secured Obligations;

fourth, to the ratable payment of all other Secured Obligations, until all Secured Obligations shall have been paid in full; and

finally, to payment to the Guarantor or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

The Agent may make distributions hereunder in cash or in kind or, on a ratable basis, in any combination thereof.

#### SECTION 10. Concerning the Agent

The provisions of Section 11 of the Credit Agreement shall inure to the benefit of the Agent in respect of this Agreement and shall be binding upon the parties to the Credit Agreement in such respect. In furtherance and not in derogation of the rights, privileges and immunities of the Agent therein set forth:

(A) The Agent is authorized to take all such action as is provided to be taken by it as Agent hereunder and all other action reasonably incidental thereto. As to any matters not expressly provided for herein (including, without limitation, the timing and methods of realization upon the Collateral) the Agent shall act or refrain from acting in accordance with written instructions from the Majority Banks or, in the absence of such instructions, in accordance with its discretion.

(B) The Agent shall not be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Security Interests in any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder. The Agent shall have no duty to ascertain or inquire as to the performance or observance of any of the terms of this Agreement by the Guarantor.

#### SECTION 11. Appointment of Co-Agents

At any time or times, in order to comply with any legal requirement in any jurisdiction, the Agent may appoint

another bank or trust company or one or more other persons, either to act as co-agent or co-agents, jointly with the Agent, or to act as separate agent or agents on behalf of the Banks with such power and authority as may be necessary for the effectual operation of the provisions hereof and may be specified in the instrument of appointment (which may, in the discretion of the Agent, include provisions for the protection of such co-agent or separate agent similar to the provisions of Section 10).

## SECTION 12. Expenses

In the event that the Guarantor fails to comply with the provisions of the Credit Agreement or this Agreement, such that the value of any Collateral or the validity, perfection, rank or value of any Security Interest is thereby diminished or potentially diminished or put at risk, the Agent if requested by the Majority Banks may, but shall not be required to, effect such compliance on behalf of the Guarantor, and the Guarantor shall reimburse the Agent for the costs thereof on demand. All insurance expenses and all expenses of protecting, storing, warehousing, appraising, insuring, handling, maintaining, and shipping the Collateral, any and all excise, property, sales, and use taxes imposed by any state, federal, or local authority on any of the Collateral, or in respect of periodic appraisals and inspections of the Collateral to the extent the same may be requested by the Majority Banks from time to time, or in respect of the sale or other disposition thereof shall be borne and paid by the Guarantor; and if the Guarantor fails to promptly pay any portion thereof when due, the Agent or any Bank may, at its option, but shall not be required to, pay the same and charge the Guarantor's account therefor, and the Guarantor agrees to reimburse the Agent or such Bank therefor on demand. All sums so paid or incurred by the Agent or any Bank for any of the foregoing and any and all other sums for which the Guarantor may become liable hereunder and all costs and expenses (including attorneys' fees, legal expenses and court costs) reasonably incurred by the Agent or any Bank in enforcing or protecting the Security Interests or any of their rights or remedies under this Agreement, shall, together with interest thereon until paid at the rate applicable to Loans made under the Credit Agreement, be additional Secured Obligations hereunder.

SECTION 13. Termination of Security  
Interests; Release of Collateral

Upon the repayment in full of all Secured Obligations and the termination of the Commitments under the Credit Agreement, the Security Interests shall terminate and all rights to the Collateral shall revert to the Guarantor. At any time and from time to time prior to such termination of the Security Interests, the Agent may release any of the Collateral with the prior written consent of the Majority Banks. Upon any such termination of the Security Interests or release of Collateral, the Agent will, at the expense of the Guarantor, execute and deliver to the Guarantor such documents as the Guarantor shall reasonably request to evidence the termination of the Security Interests or the release of such Collateral, as the case may be.

SECTION 14. Notices

All notices, communications and distributions hereunder shall be given in accordance with Section 12.02 of the Credit Agreement.

SECTION 15. Waivers, Non-Exclusive Remedies

No failure on the part of the Agent to exercise, and no delay in exercising and no course of dealing with respect to, any right under the Credit Agreement or this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise by the Agent of any right under the Credit Agreement or this Agreement preclude any other or further exercise thereof or the exercise of any other right. The rights in this Agreement and the Credit Agreement are cumulative and are not exclusive of any other remedies provided by law.

SECTION 16. Successors and Assigns

This Agreement is for the benefit of the Agent and the Banks and their successors and assigns, and in the event of an assignment of all or any of the Secured Obligations, the rights hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. This Agreement shall be binding on the Guarantor and its successors and assigns.

SECTION 17. Changes in Writing

Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only in writing signed by the Guarantor and the Agent with the consent of the Majority Banks.

SECTION 18. New York Law

This Agreement shall be construed in accordance with and governed by the laws of the State of New York, except as otherwise required by mandatory provisions of law and except to the extent that remedies provided by the laws of any jurisdiction other than New York are governed by the laws of such jurisdiction.

SECTION 19. Severability

If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Agent and the Banks in order to carry out the intentions of the parties hereto as nearly as may be possible; and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.



CAIN CHEMICAL INC.

BY [Signature]  
Title: Senior Vice President

By \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

          This instrument was acknowledged before me on  
June 7, 1987 by H. Russell Bowers,  
Senior Vice President of Cain Chemical Inc., a Delaware cor-  
poration, on behalf of said corporation.



GLORIA PARKS DIAL  
Notary Public State of Texas  
My Commission Expires 11-12-89

Gloria Parks Dial  
Notary Public in and for The  
State of Texas

Name: \_\_\_\_\_

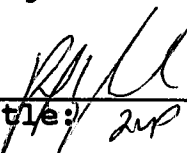

My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

CAIN CHEMICAL INC.

By \_\_\_\_\_  
Title:

THE CHASE MANHATTAN BANK  
(NATIONAL ASSOCIATION),  
as Agent

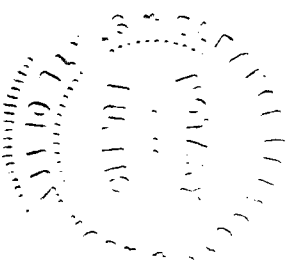
By  \_\_\_\_\_  
Title: 

STATE OF NEW YORK     )  
                              )     ss.:  
COUNTY OF NEW YORK    )

On the 7<sup>th</sup> day of June, 1987, before me personally came *Paul L. Beckwith*, to me known, who, being by me duly sworn, did depose and says that he resides at *14 E. 17<sup>th</sup> St., N.Y., N.Y.*; that he is a 2<sup>nd</sup> V.P. of THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), the association described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors of said association.

*Eleanor Prescott*  
\_\_\_\_\_  
Notary Public

ELEANOR PRESCOTT  
Notary Public, State of New York  
No. 41-3156339  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires Dec. 31, 1989



PERFECTION CERTIFICATE

The undersigned, the chief executive officer and chief legal officer of CAIN CHEMICAL INC., a Delaware corporation (the "Guarantor"), hereby certify with reference to the Security Agreement dated as of April 30, 1987 between the Guarantor and The Chase Manhattan Bank (National Association), as Agent (terms defined therein being used herein as therein defined), to the Agent and each Bank as follows:

1. Names. (a) The exact corporate name of the Guarantor as it appears in its certificate of incorporation is as follows:

(b) Set forth below is each other corporate name the Guarantor has had since its organization, together with the date of the relevant change:

(c) Except as set forth in Schedule 1, the Guarantor has not changed its identity or corporate structure in any way within the past five years.

[Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of corporate organization. If any such change has occurred, include in Schedule 1 the information required by paragraphs 1, 2 and 3 of this certificate as to each acquiree or constituent party to a merger or consolidation.]

(d) The following is a list of all other names (including trade names or similar appellations) used by the Guarantor or any of its divisions or other business units at any time during the past five years:

2. Current Locations. (a) The chief executive office of the Guarantor is located at the following address:

<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(b) The following are all the locations where the Guarantor maintains any books or records relating to any Accounts:

<u>Name</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(c) The following are all the places of business of the Guarantor not identified above:

<u>Name</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(d) The following are all the locations where the Guarantor maintains any Inventory not identified above:

<u>Name</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(e) The following are the names and addresses of all Persons other than the Guarantor which have possession of any of the Guarantor's Inventory:

<u>Name</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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3. Prior Locations. (a) Set forth below is the information required by subparagraphs (a), (b) and (c) of paragraph 2 with respect to each location or place of business maintained by the Guarantor at any time during the past five years:

(b) Set forth below is the information required by subparagraphs (d) and (e) of paragraph 2 with respect to each location or bailee where or with whom Inventory has been lodged at any time during the past four months:

4. Unusual Transactions. Except as set forth in Schedule 4, all Accounts have been originated by the Guarantor and all Inventory and Equipment has been acquired by the Guarantor in the ordinary course of its business.

5. File Search Reports. Attached hereto as Schedule 5(A) is a true copy of a file search report from the Uniform Commercial Code filing officer in each jurisdiction identified in paragraph 2 or 3 above with respect to each name set forth in paragraph 1 above. Attached hereto as Schedule 5(B) is a true copy of each financing statement or other filing identified in such file search reports.

6. UCC Filings. A duly signed financing statement on Form UCC-1 in substantially the form of Schedule 6(A) hereto has been duly filed in the Uniform Commercial Code filing office in each jurisdiction identified in paragraph 2 hereof. Attached hereto as Schedule 6(B) is a true copy of each such filing duly acknowledged by the filing officer.

7. Schedule of Filings. Attached hereto as Schedule 7 is a schedule setting forth filing information with respect to the filings described in paragraph 6 above.

8. Filing Fees. All filing fees and taxes payable in connection with the filings described in paragraph 6 above have been paid.

IN WITNESS WHEREOF, we have hereunto set our hands  
this       day of       , 19\_\_.

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:



Description of Collateral

- (1) Accounts;
- (2) Inventory;
- (3) General Intangibles;
- (4) Documents;
- (5) Instruments;
- (6) Equipment;

(7) The Collateral Account, all cash deposited therein from time to time, the Liquid Investments made pursuant to Section 5(D) and other monies and property of any kind of the Guarantor in the possession or under the control of the Agent;

(8) All books and records (including, without limitation, customer lists, marketing information, credit files, price lists, operating records, vendor and supplier price lists, sales literature, computer programs, printouts and other computer materials and records) of the Guarantor pertaining to any of the Collateral; and

(9) All Proceeds of, attachments or accessions to, or substitutions for all or any of the Collateral described in Clauses 1 through 8 hereof.

## SCHEDULE OF FILINGS

<u>Debtor</u>	<u>Filing Officer</u>	<u>File Number</u>	<u>Date of Filing*</u>
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\* Indicate lapse date, if other than fifth anniversary.

OPINION OF  
COUNSEL FOR GUARANTOR

\* \* \* \*

The Security Agreement creates and constitutes as security for the Secured Obligations (as defined in the Security Agreement and including any future advances which are Secured Obligations), in favor of the Agent for the ratable benefit of the Banks a valid security interest in all right, title and interest of the Guarantor in the Collateral and all right, title and interest of the Guarantor in the Collateral Account (as defined in the Security Agreement). The security interests of the Agent in the Collateral created by the Security Agreement constitute perfected security interests under the Uniform Commercial Code as in effect in Texas ("UCC") to the extent that a security interest therein may be perfected under the UCC. The priority, if any, of the security interests created by the Security Agreement with respect to any advance contemplated by the Credit Agreement and referred to in the Security Agreement ("Further Advance") made or deemed to have been made after the date hereof, will be at least the same priority as the priority, if any, of the security interests created by the Security Agreement with respect to any advance made on the date hereof, except to the extent that any priority may be affected by any security interest, lien or other encumbrance imposed by law in favor of any government or government authority or agency.

With respect to the enforceability of the Security Documents, we express no opinion as to the availability of specific performance. Moreover, our opinion with respect to the enforceability of the Security Documents is subject to the further qualification that certain remedial provisions thereof may be limited by the law of the State of Texas and applicable law of the United States of America, but such laws do not, in our opinion, make the remedies afforded thereby inadequate for the practical realization of the benefits of the security intended to be provided thereby.

## [FORM OF LOCKBOX LETTER]

\_\_\_\_\_, 19\_\_

[Name and Address of Lockbox Bank]

Re: CAIN CHEMICAL INC.

Gentlemen:

We hereby notify you that effective \_\_\_\_\_, 19\_\_, we have transferred exclusive ownership and control of our lock-box account[s] No[s]. \_\_\_\_\_ (the "Lockbox Account[s]") maintained with you under the terms of the [Lockbox Agreement] attached hereto as Exhibit A (the "Lockbox Account[s]") to The Chase Manhattan Bank (National Association), as Agent (the "Agent").

We hereby irrevocably instruct you to make all payments to be made by you out of or in connection with the Lockbox Account[s] (i) to the Agent for credit to account no. \_\_\_\_\_ maintained by it at its office at 1 Chase Manhattan Plaza, New York, New York 10081 or (ii) as you may otherwise be instructed by the Agent.

We also hereby notify you that the Agent shall be irrevocably entitled to exercise any and all rights in respect of or in connection with the Lockbox Account[s], including, without limitation, the right to specify when payments are to be made out of or in connection with the Lockbox Account[s].

All funds deposited into the Lockbox Account[s] will not be subject to deductions, set-off, banker's lien or any other right in favor of any other person than the Agent, except that you may set-off against the Lockbox Account[s] the face amount of any check deposited in and credited to such Lockbox Account[s] which is subsequently returned for any reason. Your compensation for providing the services contemplated herein shall be as mutually agreed between you and us from time to time and we will continue to pay such compensation.

Please confirm your acknowledgment of and agreement to the foregoing instructions by signing in the space provided below.

Very truly yours,

CAIN CHEMICAL INC.

By \_\_\_\_\_  
Title:

Acknowledged and agreed  
to as of this \_\_\_\_ day of  
\_\_\_\_\_, 19\_\_.

[LOCKBOX BANK]

By \_\_\_\_\_  
Title:

AMENDMENT NO. 1 TO SECURITY AGREEMENT

AMENDMENT dated as of June 9, 1987 among Cain Chemical Inc., a Delaware corporation (the "Company"), and The Chase Manhattan Bank (National Association), as agent under the Security Agreement referred to below, as amended hereby (the "Agent").

W I T N E S S E T H:

WHEREAS, the parties hereto have heretofore entered into a Security Agreement dated as of April 30, 1987 (the "Agreement");

WHEREAS, the Company, PDG Chemical Inc., a Delaware corporation and a wholly-owned subsidiary of the Company ("PDG"), certain banks and The Chase Manhattan Bank (National Association), as agent for such banks, are parties to a Credit Agreement of even date herewith (as the same may be amended and in effect from time to time among said parties and such subsidiaries of the Company and such banks (the "Banks") as may from time to time be parties thereto, the "Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit (by making loans and issuing letters of credit) to be made by the Banks to the Company and its subsidiaries;

WHEREAS, the Company may, after the date hereof, become obligated to the Banks in respect of indebtedness under one or more Interest Rate Agreements (as defined in the Credit Agreement) as contemplated by Section 9.23 of the Credit Agreement;

WHEREAS, the Company and The Chase Manhattan Bank (National Association) ("Chase") are parties to a Contingent Purchase Agreement (the "ESOP Guarantee"), dated as of June 9, 1987, pursuant to which the Company guarantees the obligations of the Cain Chemical Inc. Employee Stock Ownership Plan (and the trust forming a part thereof) under a Loan Agreement, dated as of June 9, 1987, between said plan (and said trust) and Chase (the "ESOP Loan Agreement");

WHEREAS, in order to induce the Banks and The Chase Manhattan Bank (National Association), as agent for the Banks, to enter into the Credit Agreement and in order to induce the Banks to enter into any Interest Rate Agreements and in order to induce Chase to enter into the ESOP Loan Agreement, the Company has agreed to amend the Agreement to grant a continuing security interest in and to the Collateral (as defined in the Agreement, as amended hereby) to secure its obligations under the Credit Agreement, including, without limitation, its obligations under the notes issued by the Company pursuant to the Credit Agreement, its reimbursement obligations with respect to letters of credit issued pursuant thereto, its guaranty of the obligations of its subsidiaries thereunder, its obligations in respect of Secured Interest Rate Indebtedness (as defined below) and its obligations under the ESOP Guarantee; and

WHEREAS, the parties hereto desire to amend the Agreement as hereinafter set forth;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Definitions; References. Unless otherwise specifically defined herein, each term used herein which is defined in the Agreement shall have the meaning assigned to such term in the Agreement.

SECTION 2. Amendments to the Agreement. The Agreement is hereby amended as follows:

(a) The Agreement is amended to substitute "Company" for "Guarantor" in each place that the latter appears in the Agreement, including the exhibits thereto.

(b) The Agreement is amended to substitute "Secured Party" for "Bank" and "Secured Parties" for "Banks" in each place that those terms appear in the Agreement, including the exhibits thereto (except where the word "Banks" is immediately preceded by the word "Majority").

(c) All references in the Agreement to the "Credit Agreement" shall be deemed to refer to the Credit Agreement as defined herein.

(d) All references in the Agreement to the "Agent" shall be deemed to refer to The Chase Manhattan Bank (National Association), as agent for the Secured Parties (as defined herein).

(e) The Agreement is amended to substitute "Schedule 8 to the Perfection Certificate" for "Exhibit B" in each place that the latter appears and to substitute "Exhibit D" for "Exhibit C" in each place that the latter appears, in each case, throughout the Agreement and the exhibits thereto.

(f) Section 1 of the Agreement is amended as follows:

(i) The definition of "Equipment" in Section 1 is amended to read as follows:

"Equipment" means all "equipment" (as defined in the UCC) now owned or hereafter acquired by the Company, including, without limitation, all motor vehicles, trucks, forklifts, tractors, cranes, trailers and Rolling Stock.

(ii) After the definition of "Equipment" the following is added:

"Event of Default" has the meaning set forth in the Credit Agreement; provided that at any time after payment in full of all Loans and Letter of Credit Liabilities outstanding under the Credit Agreement and termination of the Commitments and Letters of Credit thereunder in their entirety, "Event of Default" shall mean any Purchase Event under the ESOP Guarantee.

(iii) The definition of "General Intangibles" is amended to insert the following terms after the word "limitation,": "all right, title and interest of the Company under the Assigned Agreements and".

(iv) After the definition of "Inventory" the following definitions are inserted:

"Leased Rolling Stock" has the meaning set forth in Section 3(A).



"Majority Banks" means, at any time Secured Parties holding at least 66 2/3% of the outstanding aggregate principal amount of (i) the Loans (other than Swing Loans) and Letter of Credit Liabilities (other than in respect of Swing Letters of Credit but including, without limitation, participation in the Participation Letters of Credit) under the Credit Agreement (or, if no such Loans or Letter of Credit Liabilities are outstanding at such time, the aggregate amount of the Commitments of the Banks under the Credit Agreement) and (ii) the loans under the ESOP Loan Agreement (or, if no such loans are outstanding at such time, the amount of Chase's commitment under the ESOP Loan Agreement).

(v) The definition of "Patent License" in Section 1 is amended to read as follows:

"Patent License" means any written agreement now or hereafter in existence granting to the Company any right to practice any invention on which a Patent is in existence, including without limitation, the agreements described in Schedule 1 to Exhibit B hereto.

(vi) The definition of "Patents" in Section 1 is amended to insert the following at the end of clause (i) thereof before the word "and": ", including, without limitation, those referred to in Schedule 1 to Exhibit B hereto".

(vii) After the definition of "Patents" the following definition is inserted:

"Patent Security Agreement" means the Patent Security Agreement executed and delivered by the Company in favor of the Agent, for the benefit of the Secured Parties, as provided therein substantially in the form of Exhibit B, as the same may be amended from time to time.

(viii) The definition of "Permitted Liens" is amended to substitute "9.14" for "8.10" therein.

(ix) The following definitions are inserted after the definition of "Proceeds":

"Rolling Stock" means all railcars, barges and other water carrier equipment, including without limitation, the rail hopper cars listed on Schedule 1 hereto and all accessions, appurtenances and parts installed on and additions thereto, and replacements thereof, now owned or hereafter acquired by the Company.

"Rolling Stock Leases" has the meaning set forth in Section 3A.

"Rolling Stock Revenues" means any monies, revenues, payments or credits now owned or hereafter acquired by the Company which are generated by or attributable to the Rolling Stock or Leased Rolling Stock, including, without limitation, car hire payments, mileage allowances, per diem mileage payments, empty mileage allowances, mileage credits and excess mileage credits, in each case whether now existing or hereafter arising.

"Secured Interest Rate Indebtedness" means indebtedness of the Company to the Banks under any Interest Rate Agreement as contemplated by Section 9.23 of the Credit Agreement.

(x) The definition of "Secured Obligations" is amended to read in its entirety as follows:

"Secured Obligations" means the obligations secured under this Agreement including (a) all principal of and interest (including, without limitation, any interest which accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of the Company) on any Loan to the Company under, or any Note issued by the Company pursuant to, the Credit Agreement, or any

Reimbursement Obligation thereunder; (b) all amounts payable by the Company pursuant to its guaranty of the obligations of PDG or any other Subsidiary of the Company under the Credit Agreement; (c) all other amounts payable by the Company under the Credit Agreement; (d) all obligations of the Company to the Secured Parties constituting Secured Interest Rate Indebtedness; (e) all obligations of the Company under the ESOP Guarantee; (f) all other amounts payable by the Company hereunder and (g) any renewals or extensions of any of the foregoing.

(xi) The following definition is inserted after the definition of "Secured Obligations":

"Secured Parties" means (i) the Banks, (ii) The Chase Manhattan Bank (National Association), as agent hereunder and under the Credit Agreement, (iii) the Banks holding Secured Interest Rate Indebtedness and (iv) Chase, as beneficiary of the ESOP Guarantee.

(xii) The definition of "Trademarks" is amended to insert at the end of clause (i) thereof before the word "and": ", including, without limitation, those described in Schedule 1 to Exhibit C hereto,".

(xiii) After the definition of "Trademarks" the following definition is inserted:

"Trademark Security Agreement" means the Trademark Security Agreement executed and delivered by the Company in favor of the Agent, for the benefit of the Secured Parties, as provided therein, substantially in the form of Exhibit C hereto, as the same may be amended from time to time.

(g) Section 2 of the Agreement is amended as follows:

(i) Clause (A) is amended to delete the last sentence thereof.

(ii) The second sentence of clause (B) is amended to read as follows:

Other than financing statements or other similar or equivalent documents or instruments with respect to the Security Interests and Permitted Liens, (i) no financing statement, mortgage, security agreement or similar or equivalent document or instrument covering all or any part of the Collateral is on file or of record in any jurisdiction in which such filing or recording would be effective to perfect a Lien on such Collateral and (ii) no certificate of title, financing statement or filing with the Interstate Commerce Commission ("ICC"), the Association of American Railroads, the Department of Transport or any other government or industry authority with respect to any of the Rolling Stock listed on Schedule 1 hereto or the Leased Rolling Stock listed on Schedule 2 hereto is outstanding or on file.

(iii) Clause (D) is amended to read in its entirety as follows:

(D) (I) When UCC financing statements in appropriate form have been filed in the offices specified in the Perfection Certificate and this Security Agreement has been filed in the records of the ICC, the Security Interests shall constitute valid and perfected security interests in the Collateral (except Inventory in transit) to the extent that a security interest therein may be perfected by filing pursuant to the UCC or filing with the ICC, prior to all other Liens and rights of others therein except for the Permitted Liens.

(II) When the Patent Security Agreement and the Trademark Security Agreement are filed with the United States Patent and Trademark Office, the Security Interests shall constitute valid and perfected security interests in all right, title and interest of the Company in Trademarks and Patents, prior

to all other Liens and rights of others therein except for the Permitted Liens.

(iv) After clause (F) the following are added:

(G) The description of the railcars contained in Schedule 1 hereto is an accurate description of the type of railway equipment that the railcars constitute, the A.A.R. mechanical designation thereof, all identifying marks thereon, sufficient in all respects to comply with the requirements of any applicable filing or other regulations governing perfection of a security interest therein.

(H) The Company has heretofore delivered true and correct copies of the Rolling Stock Leases as of this date and will deliver within five (5) Business Days of entering therein, any other Rolling Stock Lease and the Company shall not without the consent of the Agent permit to occur any amendment, other modification or termination of the Rolling Stock Leases.

(h) Clause (A) of Section 3 is amended to add after the words "Credit Agreement," the following: "the Secured Interest Rate Indebtedness and the ESOP Guarantee," and to add immediately preceding sub-clause (9) the following:

(9) All right, title, claims and benefits now owned or hereafter acquired by the Company in and to those railcar leases and subleases identified on Schedule 2 hereto and any other railcar leases, subleases, rental agreements and car hire contracts in which the Company shall at any time have any interest, and any right, title, claim and benefits of the Company now owned or hereafter acquired in and to any management agreement concerning all such leases and agreements (collectively, "Rolling Stock Leases"); and all right, title and interest of the Company in the railcars and equipment provided pursuant to the Rolling Stock Leases, including without limitation, those

railcars identified on Schedule 3 hereto ("Leased Rolling Stock"); in each case, including, without limitation, all rights of the Company to receive and apply any Rolling Stock Revenues attributable to the Leased Rolling Stock or pursuant to the Rolling Stock Leases;

(10) All rights now owned or hereafter acquired by the Company to receive and collect any Rolling Stock Revenues;

and sub-clause (9) is amended to read in its entirety as follows:

(11) All Proceeds of, attachments or accessions to, or substitutions for all or any of the Collateral described in Clauses 1 through 10 hereof.

(i) Section 4 of the Agreement is amended as follows:

(i) Clause (B) is amended to add the following after the words "Trademark Office": ", any filings with the ICC".

(ii) Clause (E) thereof is amended to add at the beginning of such clause "(I)" and to add at the end thereof the following:

(II) Contemporaneously with the execution of this Agreement, in the case of PDG and contemporaneously with the execution of any amendment to the Credit Agreement by any other Subsidiary of the Company, in the case of any such other Subsidiary, each Subsidiary of the Company shall execute an Intercompany Note in a form acceptable to the Agent payable to the Company and the Company shall pledge and deliver such Intercompany Note to the Agent. All loans or advances from the Company to such Subsidiary shall be evidenced by such Intercompany Note. The Agent shall hold in its possession each Intercompany Note subject to the provisions of this Security Agreement. The Company agrees that it will promptly advise the Agent of each change in the amounts owed to the Company by each Subsidiary.

(iii) Clause (H) is amended to read in its entirety as follows:

(H) The Company shall, (i) upon the request of the Agent, in the case of Equipment now owned and (ii) within 10 days of acquiring any other item of Equipment (i) having a value in excess of \$200,000 or (ii) having a value in excess of \$100,000, if the aggregate of all such items owned by the Company at any time is greater than \$1,000,000, deliver to the Agent any and all certificates of title, applications for title or similar evidence of ownership of such Equipment and shall, upon the request of the Agent, cause the Agent to be named as lienholder on any such certificate of title or other evidence of ownership. The Company shall promptly inform the Agent of any additions to or deletions from the Equipment and shall not permit any such items to become a fixture to real estate or an accession to other personal property if such action would result in title to such Equipment being transferred to any Person other than the Company or would give rise to any claim of any such Person to such Equipment.

(iv) Clause (J) is amended to substitute "9.13" for "8.09" therein.

(v) The third sentence of clause (K) is amended to add after the words "insurance proceeds" the words "in excess of \$250,000 per claim".

(vi) After clause (N) the following is added:

(O) The Company shall as soon as practicable after the date hereof, at its own cost and expense, cause to be plainly, distinctly, permanently and conspicuously placed, fastened, or painted upon each side of each item of Rolling Stock a legend bearing such words as the Agent may request indicating the Lien over and security interest in such Rolling Stock created hereby in letters not less than one inch in height. The Company shall not permit the Rolling

Stock to be operated outside the boundaries of the continental United States.

(P) The Company hereby irrevocably authorizes and empowers the Agent for and on behalf of the Banks in the Agent's sole discretion, to assert, either directly or on behalf of the Company any claims the Company may have, from time to time, against any other party to the Assigned Agreements or to otherwise exercise any right or remedy of the Company under the Assigned Agreements (including, without limitation, the right to enforce directly against any party to an Assigned Agreement all of the Company's rights thereunder, to make all demands and give all notices and make all requests required or permitted to be made by the Company under the Assigned Agreements) as the Agent may deem proper. The Company hereby irrevocably makes, constitutes and appoints the Agent (and all officers, employees or agents designated by the Agent) as the Company's true and lawful attorney-in-fact for the purpose of enabling the Agent to assert and collect such claims and to exercise such rights and remedies. The Company shall keep the Agent informed of all material circumstances bearing upon the right, title and interest of the Company under the Assigned Agreements.

(Q) The Company will not permit the aggregate fair market value of the Collateral located in the State of Louisiana (or otherwise subject, as to perfection to the laws of the State of Louisiana) at any time to exceed \$10,000,000.

(j) Clause (B) of Section 5 is amended to add after the word "Accounts" in each place that it appears the following: "or Rolling Stock Revenues".

(k) Section 9 of the Agreement is amended as follows:

(i) Clause first thereof is amended to substitute "13.03" for "12.03" therein.



(ii) Clause second is amended to read in its entirety as follows:

second, to the ratable payment of accrued but unpaid interest on the Loans, the Notes and the Reimbursement Obligations of the Company, and all other amounts owing to the Secured Parties by the Company under the Credit Agreement and all amounts owing to Chase under the ESOP Guarantee; provided that any payments made or to be made to the Company pursuant to any Interest Rate Agreements shall be applied first to the payment in full of the accrued but unpaid interest on the Term Loans of the Company and the Term Loan Notes of the Company and then ratably amongst such other Loans, Notes, Reimbursement Obligations, such other amounts owing to the Secured Parties under the Credit Agreement and such amounts owing to Chase under the ESOP Guarantee;

(iii) The following is added immediately after clause third:

fourth, to the ratable payment of all obligations of the Company to the Secured Parties constituting Secured Interest Rate Indebtedness;

(iv) Clause fourth is amended to substitute "fifth" for "fourth" therein.

(1) Section 10 is amended to substitute "Section 12" for "Section 11" therein.

(m) Section 12 is amended to add in the first sentence after the words "Credit Agreement" the following: ", the ESOP Guarantee" and to insert before the word "Loans" in the last sentence thereof the words "Prime Rate Working Capital".

(n) The first sentence of Section 13 is amended to read in its entirety as follows:

Upon the repayment in full of all Secured Obligations and the termination of the Commitments and Letters of Credit under the Credit Agreement, the expiration or termination of the commitments of the Banks to make payments under any Interest Rate Agreements and the termination of the commitment of Chase under the ESOP

Loan Agreement, the Security Interests shall terminate and all rights to the Collateral shall revert to the Company.

(o) Section 14 is amended to substitute "13.02" for "12.02" therein.

(p) Schedules 1, 2 and 3 hereto are added to the Agreement as Schedules 1, 2 and 3, respectively, thereto.

(q) Exhibit A to the Agreement is amended as follows:

(i) Paragraph 5 thereof is amended to add at the end thereof the following:

A file search has been performed in the records of the Interstate Commerce Commission with respect to all of the Rolling Stock and Leased Rolling Stock and no other filings related to the Rolling Stock or Leased Rolling Stock were discovered in such search.

(ii) Paragraph 6 thereof is amended to read in its entirety as follows:

6. Filings. A duly signed financing statement on Form UCC-1 in substantially the form of Schedule 6(A) hereto has been duly filed in the Uniform Commercial Code filing office in each jurisdiction identified in paragraph 2 hereof; a duly signed copy of the Security Agreement and Amendment No. 1 thereto dated as of June 9, 1987 has been duly filed with the Secretary of the Interstate Commerce Commission and duly signed copies of the Patent Security Agreement and the Trademark Security Agreement have been duly filed with the United States Patent and Trademark Office. A true copy of each such filing duly acknowledged by the filing officer has been delivered to the Agent.

(iii) Schedule 6(A) thereto is amended to add the following immediately preceding clause (9):

(9) All right, title, claims and benefits now owned or hereafter acquired by the Company in and to those railcar leases

and subleases identified on Schedule 2 hereto and any other railcar leases, subleases, rental agreements and car hire contracts in which the Company shall at any time have any interest, and any right, title, claim and benefits of the Company now owned or hereafter acquired in and to any management agreement concerning all such leases and agreements (collectively, "Rolling Stock Leases"); and all right, title and interest of the Company in the railcars and equipment provided pursuant to the Rolling Stock Leases, including without limitation, those railcars identified on Schedule 3 hereto ("Leased Rolling Stock"); in each case, including, without limitation, all rights of the Company to receive and apply any Rolling Stock Revenues attributable to the Leased Rolling Stock or pursuant to the Rolling Stock Leases;

(10) All rights now owned or hereafter acquired by the Company to receive and collect any Rolling Stock Revenues;

(iv) The first paragraph of Schedule 8 to Exhibit A (formerly Exhibit B) is amended to read in its entirety as follows:

The Security Agreement creates and constitutes as security for the Secured Obligations (as defined in the Security Agreement and including any future advances which are Secured Obligations), in favor of the Agent for the ratable benefit of the Secured Parties a valid security interest in all right, title and interest of the Company in the Collateral and all right, title and interest of the Company in the Collateral Account (as defined in the Security Agreement). The security interests of the Agent in the Collateral created by the Security Agreement constitute perfected security interests under the Uniform Commercial Code as in effect in Texas ("UCC"), the Interstate Commerce Act ("ICA"), the United States Patent Act ("PA") and the United States Trademark Act ("TMA") to the extent that a security interest therein may be perfected

under the UCC, the ICA, the PA or the TMA. The priority of the security interests created by the Security Agreement with respect to any advance contemplated by the Credit Agreement, the ESOP Loan Agreement and any Secured Interest Rate Indebtedness, and referred to in the Security Agreement ("Further Advance") made or deemed to have been made after the date hereof, will be at least the same priority as the priority of the security interests created by the Security Agreement with respect to any advance made on the date hereof, except to the extent that any priority may be affected by any security interest, lien or other encumbrance imposed by law in favor of any government or government authority or agency.

(r) Exhibits B and C hereto are added to the Agreement as Exhibits B and C, respectively, thereto.

SECTION 3. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and each of the parties hereto may execute this Amendment by signing any such counterpart.

SECTION 4. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused  
this Amendment to be duly executed as of the date first  
above written.

CAIN CHEMICAL INC.

By   
Title: Senior Vice President

THE CHASE MANHATTAN BANK  
(NATIONAL ASSOCIATION), as Agent

By \_\_\_\_\_  
Title:

STATE OF TEXAS       §  
                             §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on  
June 7, 1987 by H. Russell Bowers,  
Senior Vice President of Cain Chemical Inc., a Delaware cor-  
poration, on behalf of said corporation.



GLORIA PARKS DIAL  
Notary Public State of Texas  
My Commission Expires 11-12-89

Gloria Parks Dial  
Notary Public in and for The  
State of Texas

Name: \_\_\_\_\_

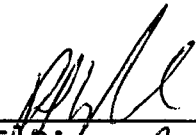
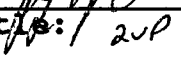
My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have caused  
this Amendment to be duly executed as of the date first  
above written.

CAIN CHEMICAL INC.

By \_\_\_\_\_  
Title:

THE CHASE MANHATTAN BANK  
(NATIONAL ASSOCIATION), as Agent

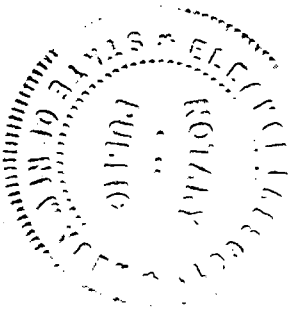
By  \_\_\_\_\_  
Title:  2VP

STATE OF NEW YORK     )  
                                  )     SS.:  
COUNTY OF NEW YORK    )

On the 7<sup>th</sup> day of June, 1987, before me personally came Paul L. Beckwith, to me known, who, being by me duly sworn, did depose and says that he resides at 14 E. 17<sup>th</sup> St., N.Y. N.Y.; that he is a 2nd V.P. of THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), the association described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors of said association.

Eleanor Prescott  
Notary Public

ELEANOR PRESCOTT  
Notary Public, State of New York  
No. 41-2156339  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires Dec. 31, 1989





SCHEDULE 1

Rail Cars Owned by the Company:

	<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
1.	DUPX035027	1060	4000
2.	DUPX035029	1160	4000
3.	DUPX035036	1160	4000
4.	DUPX035037	1160	4000
5.	DUPX035038	1160	4000
6.	DUPX035039	1160	4000
7.	DUPX035041	1160	4000
8.	DUPX035043	1160	4000
9.	DUPX035051	1160	4000
10.	DUPX035052	1160	4000
11.	DUPX035059	1160	4000
12.	DUPX035060	1160	4000
13.	DUPX035065	1160	4000
14.	DUPX035067	1160	4000
15.	DUPX035071	1160	4000
16.	DUPX035085	0361	4000
17.	DUPX035087	0361	4000
18.	DUPX035089	0361	4000
19.	DUPX035093	0361	4000
20.	DUPX035096	0361	4000
21.	DUPX035097	0361	4000
22.	DUPX035100	0361	4000
23.	DUPX035101	0361	4000
24.	DUPX035103	0361	4000
25.	DUPX035104	0361	4000
26.	DUPX035113	0361	4000
27.	DUPX035115	0361	4000
28.	DUPX035116	0361	4000
29.	DUPX035117	0361	4000
30.	DUPX035120	0361	4000
31.	DUPX035125	0261	4000
32.	DUPX035127	0961	4000
33.	DUPX035135	0961	4000
34.	DUPX035140	0961	4000
35.	DUPX035141	0961	4000

	<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
36.	DUPX035142	0961	4000
37.	DUPX035143	0961	4000
38.	DUPX035146	1061	4000
39.	DUPX035147	1061	4000
40.	DUPX035151	1061	4000
41.	DUPX035155	1061	4000
42.	DUPX035166	1061	4000
43.	DUPX035167	1061	4000
44.	DUPX035168	1061	4000
45.	DUPX035169	1061	4000
46.	DUPX035170	1061	4000
47.	DUPX035175	1061	4000
48.	DUPX035181	1061	4000
49.	DUPX035182	1061	4000
50.	DUPX035184	1061	4000
51.	DUPX035186	0962	4000
52.	DUPX035187	0962	4000
53.	DUPX035188	0962	4000
54.	DUPX035192	0962	4000
55.	DUPX035201	0962	4000
56.	DUPX035203	0962	4000
57.	DUPX035205	0962	4000
58.	DUPX035206	0962	4000
59.	DUPX035207	0962	4000
60.	DUPX035209	0962	4000
61.	DUPX035211	0962	4000
62.	DUPX035213	0962	4000
63.	DUPX035218	0962	4000
64.	DUPX035222	0962	4000
65.	DUPX035227	1062	4000
66.	DUPX035232	1062	4000
67.	DUPX035241	1062	4000
68.	DUPX035247	1062	4000
69.	DUPX035259	1062	4000
70.	DUPX035267	1062	4000
71.	DUPX035402	0463	4000
72.	DUPX035404	0463	4000
73.	DUPX035405	0463	4000
74.	DUPX035408	0463	4000
75.	DUPX035410	0463	4000
76.	DUPX035414	0463	4000
77.	DUPX035416	0463	4000
78.	DUPX035419	0463	4000
79.	DUPX035421	0463	4000
80.	DUPX035422	0463	4000
81.	DUPX035423	0463	4000
82.	DUPX035427	0463	4000
83.	DUPX035428	0463	4000
84.	DUPX035429	0463	4000

	<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
85.	DUPX035431	0463	4000
86.	DUPX035432	0463	4000
87.	DUPX035436	0463	4000
88.	DUPX035439	0463	4000
89.	DUPX035440	0463	4000
90.	DUPX035441	0463	4000
91.	DUPX035446	0463	4000
92.	DUPX035447	0463	4000
93.	DUPX035448	0463	4000
94.	DUPX035450	0463	4000
95.	DUPX035451	0463	4000
96.	DUPX035452	0463	4000
97.	DUPX035455	0463	4000
98.	DUPX035456	0463	4000
99.	DUPX035462	0463	4000
100.	DUPX035463	0463	4000
101.	DUPX035469	0463	4000
102.	DUPX035476	0563	4000
103.	DUPX035478	0563	4000
104.	DUPX035479	0563	4000
105.	DUPX035490	0563	4000
106.	DYPX035491	0563	4000
107.	DUPX035492	0563	4000
108.	DUPX035496	0164	4000
109.	DUPX035503	0164	4000
110.	DUPX035504	0164	4000
111.	DUPX035505	0164	4000
112.	DUPX035511	0164	4000
113.	DUPX035513	0164	4000
114.	DUPX035517	0164	4000
115.	DUPX035530	0164	4000
116.	DUPX035534	0164	4000
117.	DUPX035535	0164	4000
118.	DUPX035538	0264	4000
119.	DUPX035549	0264	4000
120.	DUPX035550	0264	4000
121.	DUPX035552	0264	4000
122.	DUPX035559	0564	4000
123.	DUPX035574	0564	4000
124.	DUPX035576	0564	4000
125.	DUPX035579	0564	4000
126.	DUPX035580	0564	4000
127.	DUPX035595	1263	4000
128.	DUPX035602	1263	4000
129.	DUPX035603	1263	4000
130.	DUPX035605	1263	4000
131.	DUPX035606	1263	4000
132.	DUPX035612	1263	4000
133.	DUPX035616	1263	4000

<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
134. DUPX035619	1263	4000
135. DUPX035627	0164	4000
136. DUPX036008	0665	4460
137. DUPX036011	0665	4460
138. DUPX036012	0665	4460
139. DUPX036014	0665	4460
140. DUPX036016	0665	4460
141. DUPX036025	0665	4460
142. DUPX036027	0665	4460
143. DUPX036028	0665	4460
144. DUPX036032	0665	4460
145. DUPX036033	0665	4460
146. DUPX036037	0665	4460
147. DUPX036041	0665	4460
148. DUPX036042	0665	4460
149. DUPX036044	0665	4460
150. DUPX036045	0665	4460
151. DUPX036046	0665	4460
152. DUPX036049	0665	4460
153. DUPX036050	0665	4460
154. DUPX036054	0665	4460
155. DUPX036062	0665	4460
156. DUPX036064	0665	4460
157. DUPX036066	0665	4460
158. DUPX036067	0665	4460
159. DUPX036068	0665	4460
160. DUPX036069	0665	4460
161. DUPX036070	0665	4460
162. DUPX036074	0665	4460
163. DUPX036079	0665	4460
164. DUPX036081	0665	4460
165. DUPX036083	0665	4460
166. DUPX036084	0665	4460
167. DUPX036092	0665	4460
168. DUPX036094	0665	4460
169. DUPX036095	0665	4460
170. DUPX036096	0665	4460
171. DUPX036098	0665	4460
172. DUPX036103	0665	4460
173. DUPX036104	0665	4460
174. DUPX036105	0665	4460
175. DUPX036106	0665	4460
176. DUPX036114	0665	4460
177. DUPX036116	0665	4460
178. DUPX036118	0665	4460
179. DUPX036121	0665	4460
180. DUPX036126	0665	4460
181. DUPX036135	0966	4460
182. DUPX036144	0966	4460

<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
183. DUPX036146	0966	4460
184. DUPX036148	0966	4460
185. DUPX036154	0966	4460
186. DUPX036155	0966	4460
187. DUPX036159	0966	4460
188. DUPX036160	0966	4460
189. DUPX036164	0966	4460
190. DUPX036166	0966	4460
191. DUPX036172	0966	4460
192. DUPX036174	0966	4460
193. DUPX036176	0966	4460
194. DUPX036179	0966	4460
195. DUPX036180	0966	4460
196. DUPX036183	0966	4460
197. DUPX036186	0966	4460
198. DUPX036189	0966	4460
199. DUPX036190	0966	4460
200. DUPX036195	0966	4460
201. DUPX036196	0966	4460
202. DUPX036198	0966	4460
203. DUPX036201	0966	4460
204. DUPX036219	0966	4460
205. DUPX036224	0966	4460
206. DUPX036225	0966	4460
207. DUPX036228	0966	4460
208. DUPX036231	0966	4460
209. DUPX036232	0966	4460
210. DUPX036235	0966	4460
211. DUPX036238	0966	4460
212. DUPX036239	0966	4460
213. DUPX036241	0966	4460
214. DUPX036248	0966	4460
215. DUPX036251	0966	4460
216. DUPX036252	0966	4460
217. DUPX036254	0966	4460
218. DUPX036255	0966	4460
219. DUPX036260	0966	4460
220. DUPX036261	0966	4460
221. DUPX036270	1168	4460
222. DUPX036280	1168	4460
223. DUPX036283	1168	4460
224. DUPX036285	1168	4460
225. DUPX036294	1168	4460
226. DUPX036313	1168	4460
227. DUPX036318	1168	4460
228. DUPX036323	1168	4460
229. DUPX036327	1168	4460
230. DUPX036346	1168	4460
231. DUPX036385	0270	4460

<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
232. DUPX036389	0270	4460
233. DUPX036415	0270	4460
234. DUPX036431	0270	4460
235. DUPX036438	0270	4460
236. DUPX036443	0270	4460
237. DUPX036450	0270	4460
238. DUPX036454	0270	4460
239. DUPX036455	0270	4460
240. DUPX036477	0370	4460
241. DUPX035700	0771	5700
242. DUPX035701	0771	5700
243. DUPX035702	0771	5700
244. DUPX035706	0771	5700
245. DUPX035707	0771	5700
246. DUPX035708	0771	5700
247. DUPX035709	0771	5700
248. DUPX035710	0771	5700
249. DUPX035711	0771	5700
250. DUPX035712	0771	5700
251. DUPX035713	0771	5700
252. DUPX035714	0771	5700
253. DUPX035716	0771	5700
254. DUPX035717	0771	5700
255. DUPX035719	0771	5700
256. DUPX035720	0771	5700
257. DUPX035721	0771	5700
258. DUPX035722	0771	5700
259. DUPX035723	0771	5700
260. DUPX035724	0771	5700
261. DUPX035725	0771	5700
262. DUPX035726	0771	5700
263. DUPX035727	0771	5700
264. DUPX035728	0771	5700
265. DUPX035731	0771	5700
266. DUPX035732	0771	5700
267. DUPX035734	0771	5700
268. DUPX035735	0771	5700
269. DUPX035736	0771	5700
270. DUPX035737	0771	5700
271. DUPX035739	0771	5700
272. DUPX035741	0771	5700
273. DUPX035742	0771	5700
274. DUPX035743	0771	5700
275. DUPX035745	0771	5700
276. DUPX035748	0771	5700
277. DUPX035749	0771	5700
278. DUPX035751	0771	5700
279. DUPX035752	0771	5700
280. DUPX035753	0771	5700

<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
281. DUPX035754	0771	5700
282. DUPX035759	0771	5700
283. DUPX035760	0771	5700
284. DUPX035761	0771	5700
285. DUPX035762	0771	5700
286. DUPX035763	0771	5700
287. DUPX035764	0771	5700
288. DUPX035766	0771	5700
289. DUPX035767	0771	5700
290. DUPX035768	0771	5700
291. DUPX035769	0771	5700
292. DUPX035770	0771	5700
293. DUPX035771	0771	5700
294. DUPX035773	0771	5700
295. DUPX035774	0771	5700
296. DUPX035775	0771	5700
297. DUPX035776	0771	5700
298. DUPX035777	0771	5700
299. DUPX035778	0771	5700
300. DUPX035779	0771	5700
301. DUPX035780	0771	5700
302. DUPX035781	0771	5700
303. DUPX035782	0771	5700
304. DUPX035783	0771	5700
305. DUPX035784	0771	5700
306. DUPX035785	0771	5700
307. DUPX035786	0771	5700
308. DUPX035787	0771	5700
309. DUPX035788	0771	5700
310. DUPX035789	0771	5700
311. DUPX035790	0972	5700
312. DUPX035791	0972	5700
313. DUPX035792	0972	5700
314. DUPX035793	0972	5700
315. DUPX035794	0972	5700
316. DUPX035796	0972	5700
317. DUPX035797	0972	5700
318. DUPX035798	0972	5700
319. DUPX035799	0972	5700
320. DUPX035801	0972	5700
321. DUPX035802	0972	5700
322. DUPX035803	0972	5700
323. DUPX035804	0972	5700
324. DUPX035805	1172	5700
325. DUPX035806	1172	5700
326. DUPX035808	1172	5700
327. DUPX035809	1172	5700
328. DUPX035812	1172	5700
329. DUPX035813	1172	5700

<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
330. DUPX035814	1172	5700
331. DUPX035815	1072	5700
332. DUPX035816	1072	5700
333. DUPX035817	1172	5700
334. DUPX035818	1072	5700
335. DUPX035819	1072	5700
336. DUPX035821	1172	5700
337. DUPX035822	1172	5700
338. DUPX035823	1172	5700
339. DUPX035824	1172	5700
340. DUPX035825	1172	5700
341. DUPX035826	1172	5700
342. DUPX035827	1172	5700
343. DUPX035828	1072	5700
344. DUPX035829	1172	5700
345. DUPX035830	1172	5700
346. DUPX035831	1172	5700
347. DUPX035832	1072	5700
348. DUPX035833	1072	5700
349. DUPX035834	0972	5700
350. DUPX035835	0972	5700
351. DUPX035836	0972	5700
352. DUPX035837	0972	5700
353. DUPX035839	1172	5700
354. DUPX035840	1072	5700
355. DUPX035841	0972	5700
356. DUPX035842	0972	5700
357. DUPX035843	0972	5700
358. DUPX035844	1072	5700
359. DUPX035845	1072	5700
360. DUPX035847	1172	5700
361. DUPX035848	1172	5700
362. DUPX035849	1072	5700
363. DUPX035850	0972	5700
364. DUPX035852	1172	5700
365. DUPX035853	1172	5700
366. DUPX035855	1172	5700
367. DUPX035856	1172	5700
368. DUPX035858	1072	5700
369. DUPX035859	1072	5700
370. DUPX035860	1072	5700
371. DUPX035861	1072	5700
372. DUPX035862	1072	5700
373. DUPX035863	1072	5700
374. DUPX035864	1072	5700
375. DUPX035866	0972	5700
376. DUPX035867	0972	5700
377. DUPX035868	1072	5700
378. DUPX035870	1072	5700



<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
379. DUPX035871	0972	5700
380. DUPX035872	1072	5700
381. DUPX035873	1072	5700
382. DUPX035874	1072	5700
383. DUPX035875	1072	5700
384. DUPX035876	1072	5700
385. DUPX035877	1072	5700
386. DUPX035878	1072	5700
387. DUPX035880	1072	5700
388. DUPX035881	1072	5700
389. DUPX035882	1072	5700
390. DUPX035883	1072	5700
391. DUPX035884	1072	5700
392. DUPX035886	1072	5700
393. DUPX035887	1072	5700
394. DUPX035888	1072	5700
395. DUPX035889	1072	5700
396. DUPX036802	0473	5700
397. DUPX036803	0473	5700
398. DUPX036805	0473	5700
399. DUPX036806	0473	5700
400. DUPX036807	0473	5700
401. DUPX036808	0473	5700
402. DUPX036809	0473	5700
403. DUPX036810	0473	5700
404. DUPX036811	0473	5700
405. DUPX036813	0473	5700
406. DUPX036814	0473	5700
407. DUPX036816	0473	5700
408. DUPX036817	0473	5700
409. DUPX036818	0473	5700
410. DUPX036819	0473	5700
411. DUPX036820	0473	5700
412. DUPX036821	0473	5700
413. DUPX036822	0473	5700
414. DUPX036823	0473	5700
415. DUPX036824	0473	5700
416. DUPX036825	0473	5700
417. DUPX036826	0473	5700
418. DUPX036827	0473	5700
419. DUPX036828	0473	5700
420. DUPX036829	0473	5700
421. DUPX036830	0473	5700
422. DUPX036831	0473	5700
423. DUPX036832	0473	5700
424. DUPX036833	0473	5700
425. DUPX036834	0473	5700
426. DUPX036836	0473	5700
427. DUPX036838	0473	5700

<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
428. DUPX036839	0473	5700
429. DUPX036840	0473	5700
430. DUPX036841	0473	5700
431. DUPX036843	0473	5700
432. DUPX036844	0473	5700
433. DUPX036845	0473	5700
434. DUPX036846	0473	5700
435. DUPX036849	0473	5700
436. DUPX036850	0473	5700
437. DUPX036852	0573	5700
438. DUPX036853	0573	5700
439. DUPX036854	0573	5700
440. DUPX036855	0573	5700
441. DUPX036856	0573	5700
442. DUPX036858	0573	5700
443. DUPX036859	0573	5700
444. DUPX036860	0573	5700
445. DUPX036861	0573	5700
446. DUPX036862	0573	5700
447. DUPX036863	0573	5700
448. DUPX036864	0573	5700
449. DUPX036865	0573	5700
450. DUPX036866	0573	5700
451. DUPX036868	0573	5700
452. DUPX036869	0573	5700
453. DUPX036870	0573	5700
454. DUPX036872	0573	5700
455. DUPX036873	0573	5700
456. DUPX036874	0573	5700
457. DUPX036875	0573	5700
458. DUPX036876	0573	5700
459. DUPX036877	0573	5700
460. DUPX036878	0573	5700
461. DUPX036879	0573	5700
462. DUPX036880	0573	5700
463. DUPX036881	0573	5700
464. DUPX036882	0573	5700
465. DUPX036884	0573	5700
466. DUPX036886	0573	5700
467. DUPX036887	0573	5700
468. DUPX036888	0573	5700
469. DUPX036889	0573	5700
470. DUPX036890	0573	5700
471. DUPX036891	0573	5700
472. DUPX036892	0573	5700
473. DUPX036893	0573	5700
474. DUPX036894	0573	5700
475. DUPX036895	0573	5700
476. DUPX036896	0573	5700

<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
477. DUPX036897	0573	5700
478. DUPX036898	0673	5700
479. DUPX036899	0673	5700
480. DUPX036900	0673	5700
481. DUPX036901	0673	5700
482. DUPX036902	0673	5700
483. DUPX036903	0673	5700
484. DUPX036904	0673	5700
485. DUPX036905	0673	5700
486. DUPX036907	0673	5700
487. DUPX036908	0973	5700
488. DUPX036909	0973	5700
489. DUPX036910	0973	5700
490. DUPX036911	0973	5700
491. DUPX036912	0973	5700
492. DUPX036913	0973	5700
493. DUPX036915	0973	5700
494. DUPX036916	0973	5700
495. DUPX036917	0973	5700
496. DUPX036918	0973	5700
497. DUPX036921	0973	5700
498. DUPX036922	0973	5700
499. DUPX036923	0973	5700
500. DUPX036925	0973	5700
501. DUPX036926	0973	5700
502. DUPX036927	0973	5700
503. DUPX036928	0973	5700
504. DUPX036931	0973	5700
505. DUPX036933	0973	5700
506. DUPX036935	0973	5700
507. DUPX036936	0973	5700
508. DUPX036937	0973	5700
509. DUPX036938	0973	5700
510. DUPX036939	0973	5700
511. DUPX036940	0973	5700
512. DUPX036941	0973	5700
513. DUPX036942	0973	5700
514. DUPX036944	0973	5700
515. DUPX036945	0973	5700
516. DUPX036946	0973	5700
517. DUPX036950	0973	5700
518. DUPX036951	0973	5700
519. DUPX036952	0973	5700
520. DUPX036953	0973	5700
521. DUPX036954	0973	5700
522. DUPX036955	0973	5700
523. DUPX036983	0973	5700
524. DUPX036984	0973	5700
525. DUPX036985	0973	5700

<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
526. DUPX036986	0973	5700
527. DUPX036991	0973	5700
528. DUPX036999	0973	5700
529. DUPX037000	0973	5700
530. DUPX037004	0973	5700
531. DUPX037005	0973	5700
532. DUPX037006	0973	5700
533. DUPX037007	0973	5700
534. DUPX037011	0973	5700
535. DUPX037012	0973	5700
536. DUPX037013	0973	5700
537. DUPX037014	0973	5700
538. DUPX037015	0973	5700
539. DUPX037018	0973	5700
540. DUPX037021	0973	5700
541. DUPX037022	0973	5700
542. DUPX037023	0973	5700
543. DUPX037024	0973	5700
544. DUPX037025	0973	5700
545. DUPX037026	0973	5700
546. DUPX037027	0973	5700
547. DUPX037028	0973	5700
548. DUPX037029	0973	5700
549. DUPX037030	0973	5700
550. DUPX037031	0973	5700
551. DUPX037034	0973	5700
552. DUPX037035	0973	5700
553. DUPX037036	0973	5700
554. DUPX037038	0973	5700
555. DUPX037039	0973	5700
556. DUPX037041	0174	5700
557. DUPX037044	0174	5700
558. DUPX037047	0174	5700
559. DUPX037048	0174	5700
560. DUPX037049	0174	5700
561. DUPX037050	0174	5700
562. DUPX037051	0174	5700
563. DUPX037052	0174	5700
564. DUPX037053	0174	5700
565. DUPX037054	0174	5700
566. DUPX037055	0174	5700
567. DUPX037056	0174	5700
568. DUPX037058	0174	5700
569. DUPX037059	0174	5700
570. DUPX037060	0174	5700
571. DUPX037061	0174	5700
572. DUPX037063	0174	5700
573. DUPX037065	0174	5700
574. DUPX037066	0174	5700

<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
575. DUPX037067	0174	5700
576. DUPX037071	0174	5700
577. DUPX037072	0174	5700
578. DUPX037075	0174	5700
579. DUPX037076	0174	5700
580. DUPX037077	0174	5700
581. DUPX037078	0174	5700
582. DUPX037079	0174	5700
583. DUPX037080	0174	5700
584. DUPX037082	0174	5700
585. DUPX037083	0174	5700
586. DUPX037084	0174	5700
587. DUPX037085	0174	5700
588. DUPX037086	0174	5700
589. DUPX037087	0174	5700
590. DUPX037088	0174	5700
591. DUPX037089	0174	5700
592. DUPX037090	0174	5700
593. DUPX037091	0174	5700
594. DUPX037095	0174	5700
595. DUPX037096	0174	5700
596. DUPX037097	0174	5700
597. DUPX037098	0174	5700
598. DUPX037099	0174	5700
599. DUPX037100	0174	5700
600. DUPX037101	0174	5700
601. DUPX037104	0174	5700
602. DUPX037106	0174	5700
603. DUPX037107	0174	5700
604. DUPX037108	0174	5700
605. DUPX037109	0174	5700
606. DUPX037110	0174	5700
607. DUPX037111	0174	5700
608. DUPX037113	0174	5700
609. DUPX037115	0174	5700
610. DUPX037116	0174	5700
611. DUPX037118	0174	5700
612. DUPX037120	0174	5700
613. DUPX037121	0174	5700
614. DUPX037122	0174	5700
615. DUPX037123	0174	5700
616. DUPX037124	0174	5700
617. DUPX037125	0174	5700
618. DUPX037126	0174	5700
619. DUPX037127	0174	5700
620. DUPX037130	0174	5700
621. DUPX037132	0174	5700
622. DUPX037133	0174	5700
623. DUPX037134	0174	5700

<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
624. DUPX037135	0174	5700
625. DUPX037136	0174	5700
626. DUPX037137	0174	5700
627. DUPX037138	0174	5700
628. DUPX037139	0174	5700
629. DUPX037140	0174	5700
630. DUPX037141	0174	5700
631. DUPX037142	0174	5700
632. DUPX037143	0174	5700
633. DUPX037144	0174	5700
634. DUPX037145	0174	5700
635. DUPX037146	0174	5700
636. DUPX037147	0174	5700
637. DUPX037148	0174	5700
638. DUPX037150	0174	5700
639. DUPX037151	0174	5700
640. DUPX037152	0174	5700
641. DUPX037153	0174	5700
642. DUPX037154	0174	5700
643. DUPX037156	0174	5700
644. DUPX037157	0174	5700
645. DUPX037158	0174	5700
646. DUPX037159	0174	5700
647. DUPX037161	0174	5700
648. DUPX037162	0174	5700
649. DUPX037164	0174	5700
650. DUPX037165	0174	5700
651. DUPX037166	0174	5700
652. DUPX037167	0174	5700
653. DUPX037168	0174	5700
654. DUPX037169	0174	5700
655. DUPX037170	0174	5700
656. DUPX037172	0174	5700
657. DUPX037173	0174	5700
658. DUPX037175	0174	5700
659. DUPX037177	0174	5700
660. DUPX037179	0174	5700
661. DUPX037181	0174	5700
662. DUPX037182	0174	5700
663. DUPX037183	0174	5700
664. DUPX037184	0174	5700
665. DUPX037185	0174	5700
666. DUPX037226	0676	5700
667. DUPX037233	0676	5700
668. DUPX037236	0876	5700
669. DUPX037241	0576	5700
670. DUPX037244	0676	5700
671. DUPX037246	0576	5700
672. DUPX037252	0576	5700

<u>Car Number</u>	<u>Framebelt</u>	<u>Shellcap</u>
673. DUPX037253	0576	5700
674. DUPX037254	0576	5700
675. DUPX037256	0576	5700
676. DUPX037257	0576	5700
677. DUPX037262	0676	5700
678. DUPX037263	0576	5700
679. DUPX037270	0476	5700
680. DUPX037274	0676	5700
681. DUPX037276	0576	5700
682. DUPX037279	0576	5700
683. DUPX037290	1176	5700
684. DUPX037291	1176	5700
685. DUPX037295	1176	5700

SCHEDULE 2

Railcar Leases

1. Lease of Railroad Equipment dated May 15, 1987 between Pullman Leasing Company and Cain Chemical Inc. and Riders 1 through 12 thereto.
2. Car Service Contract Number 2-4420 dated May 15, 1987 between ACF Industries Incorporated and Cain Chemical Inc.
3. Car Leasing Agreement 1214-83 dated May 29, 1987 between General Electric Railcar Services Corporation and Cain Chemical Inc. and Riders 1 and 2 thereto.
4. Car Service Agreement dated February 1, 1961 between Union Tank Car Company and E.I. du Pont de Nemours and Company and Rider 267 thereto dated January 5, 1985, in each case, as assigned to Cain Chemical Inc. pursuant to the Company Asset Purchase Agreement.



# SCHEDULE 3

## LEASED RAILCARS

### CAR NUMBER

1.	PLWX	44341
2.	PLWX	44342
3.	PLWX	44344
4.	PLWX	44352
5.	PLWX	44353
6.	PLWX	44354
7.	PLWX	44358
8.	PLWX	44364
9.	PLWX	44365
10.	PLWX	44366
11.	PLWX	44368
12.	PLWX	44370
13.	PLWX	44371
14.	PLWX	44372
15.	PLWX	44378
16.	PLWX	44379
17.	PLWX	44382
18.	PLWX	44391
19.	PLWX	44394
20.	PLWX	44395
21.	PLWX	44406
22.	PLWX	44408
23.	PLWX	44409
24.	PLWX	44411
25.	PLWX	44413
26.	PLWX	44415
27.	PLWX	44416
28.	PLWX	44417
29.	PLWX	44418
30.	PLWX	44419
31.	PLWX	44420
32.	PLWX	44421
33.	PLWX	44422
34.	PLWX	44426
35.	PLWX	44428
36.	PLWX	44430
37.	PLWX	44432
38.	PLWX	44433
39.	PLWX	44437
40.	PLWX	44439
41.	PLWX	44440
42.	PLWX	44442
43.	PLWX	44444

CAR NUMBER

44.	PLWX	44449
45.	PLWX	44455
46.	PLWX	44456
47.	PLWX	44457
48.	PLWX	44459
49.	PLWX	44460
50.	PLWX	44461
51.	PLWX	44469
52.	PLWX	44470
53.	PLWX	44471
54.	PLWX	44473
55.	PLWX	44478
56.	PLWX	44489
57.	PLWX	44490
58.	PLWX	44491
59.	PLWX	44503
60.	PLWX	44504
61.	PLWX	44505
62.	PLWX	44510
63.	PLWX	44339
64.	PLWX	44343
65.	PLWX	44346
66.	PLWX	44347
67.	PLWX	44348
68.	PLWX	44350
69.	PLWX	44351
70.	PLWX	44355
71.	PLWX	44357
72.	PLWX	44359
73.	PLWX	44361
74.	PLWX	44362
75.	PLWX	44367
76.	PLWX	44369
77.	PLWX	44373
78.	PLWX	44376
79.	PLWX	44377
80.	PLWX	44383
81.	PLWX	44386
82.	PLWX	44389
83.	PLWX	44390
84.	PLWX	44392
85.	PLWX	44393
86.	PLWX	44396
87.	PLWX	44403
88.	PLWX	44404
89.	PLWX	44405
90.	PLWX	44410
91.	PLWX	44412
92.	PLWX	44414

CAR NUMBER

93.	PLWX	44434
94.	PLWX	44435
95.	PLWX	44436
96.	PLWX	44438
97.	PLWX	44443
98.	PLWX	44445
99.	PLWX	44448
100.	PLWX	44464
101.	PLWX	44465
102.	PLWX	44466
103.	PLWX	44467
104.	PLWX	44468
105.	PLWX	44474
106.	PLWX	44476
107.	PLWX	44477
108.	PLWX	44479
109.	PLWX	44480
110.	PLWX	44481
111.	PLWX	44482
112.	PLWX	44483
113.	PLWX	44484
114.	PLWX	44485
115.	PLWX	44488
116.	PLWX	44493
117.	PLWX	44494
118.	PLWX	44495
119.	PLWX	44496
120.	PLWX	44497
121.	PLWX	44500
122.	PLWX	44501
123.	PLWX	44502
124.	PLWX	44508
125.	PLWX	44509
126.	PLWX	44511
127.	PLWX	44512
128.	PLWX	44388
129.	PLWX	44425
130.	PLWX	44427
131.	PLWX	44429
132.	PLWX	44431
133.	PLWX	44441
134.	PLWX	44446
135.	PLWX	44450
136.	PLWX	44451
137.	PLWX	44452
138.	PLWX	44462
139.	PLWX	44463
140.	PLWX	44487

CAR NUMBER

141.	PLWX	44498
142.	PLWX	44499
143.	PLWX	44507
144.	PLWX	44515
145.	PLWX	44516
146.	PLWX	44517
147.	PLWX	44530
148.	PLWX	44534
149.	PLWX	44539
150.	PLWX	44540
151.	PLWX	44547
152.	PLWX	44548
153.	PLWX	44549
154.	PLWX	44554
155.	PLWX	44557
156.	PLCX	43451
157.	PLCX	43454
158.	PLCX	43467
159.	PLCX	43468
160.	PLCX	43469
161.	PLCX	43472
162.	PLCX	43506
163.	PLCX	43539
164.	PLCX	43574
165.	PLCX	43581
166.	PLCX	43589
167.	PTLX	41868
168.	PLWX	44567
169.	PLWX	44568
170.	PLWX	44569
171.	PLWX	44570
172.	PLWX	44571
173.	PLWX	44572
174.	PLWX	44573
175.	PLWX	44578
176.	PLWX	44579
177.	PLWX	44580
178.	PLWX	44581
179.	PLWX	44582
180.	PLWX	44583
181.	PLWX	44584
182.	PLWX	44585
183.	PLWX	44586
184.	PLWX	44587
185.	PLWX	44588
186.	PLWX	44590
187.	PLWX	44591
188.	PLCX	43234
189.	PLCX	43241

CAR NUMBER

190	PLCX	43251
191.	PLCX	43427
192.	PLCX	43433
193.	PTLX	41012
194.	PTLX	41102
195.	PTLX	41107
196.	PTLX	41139
197	PTLX	41172
198.	PTLX	41224
199.	PTLX	41235
200.	PTLX	41239
201.	PTLX	42016
202.	PTLX	42106
203.	PTLX	42381
204.	PLCX	43487
205.	PLCX	43489
206.	PLCX	43490
207.	PLCX	43492
208.	PLCX	43493
209.	PLCX	43494
210.	PLCX	43495
211.	PLCX	43496
212.	PLWX	44692
213.	PLWX	44693
214.	PLWX	44694
215.	PLWX	44697
216.	PLWX	44698
217.	PLWX	44699
218.	PLWX	44700
219.	PLWX	44702
220.	PLWX	44704
221.	PLWX	44705
222.	PLWX	44706
223.	PLWX	44707
224.	PTWX	44708
225.	PLWX	44709
226.	PLWX	44710
227.	PLWX	44711
228.	PLWX	44712
229.	PLWX	44713
230.	PLWX	44715
231.	PLWX	44716
232.	PLCX	44105
233.	PLCX	44106
234.	PLCX	44109
235.	PLCX	44110
236.	PLCX	44114
237.	PLCX	44120
238.	PLCX	44122

CAR NUMBER

239.	PLCX	44124
240.	PLCX	44125
241.	PLCX	44126
242.	PLCX	44127
243.	PLCX	44128
244.	PLCX	44132
245.	PLCX	44133
246.	PLCX	44134
247.	PLCX	44135
248.	PLCX	44137
249.	PLCX	44139
250.	PLCX	44143
251.	PLCX	44144
252.	PLCX	44145
253.	PLCX	44147
254.	PLCX	44149
255.	PLCX	44151
256.	PLCX	44154
257.	PLCX	42681
258.	PLCX	43140
259.	PLCX	43320
260.	PLCX	43408
261.	PLCX	43412
262.	PLCX	43436
263.	PLCX	43445
264.	PLCX	43508
265.	PLCX	43535
266.	PLCX	43576
267.	PLCX	43595
268.	PLCX	43599
269.	PTLX	41020
270.	PTLX	41029
271.	PTLX	41134
272.	PTLX	41146
273.	PTLX	41159
274.	PTLX	41194
275.	PTLX	41200
276.	PTLX	41249
277.	PTLX	41258
278.	PTLX	41312
279.	PTLX	41511
280.	PTLX	41744
281.	PTLX	41762
282.	PTLX	41793
283.	PTLX	41870
284.	PTLX	42091
285.	PTLX	42150
286.	PTLX	42247
287.	PTCX	43417

CAR NUMBER

288. PLCX 43263  
289. PLCX 43272  
290. PLCX 43281  
291. PLCX 43285  
292. PLCX 43307  
293. PLCX 43309  
294. PLCX 43328  
295. PLCX 43498  
296. PLCX 43514  
297. PLCX 43515  
298. PLCX 43525  
299. PLCX 43529  
300. PLCX 43533  
301. PLCX 43546  
302. PLCX 43547  
303. PLCX 43551  
304. PLCX 43557  
305. PLCX 43559  
306. PLCX 43560  
307. PLCX 43561  
308. PLCX 43565  
309. PLCX 43572  
310. PLCX 43585  
311. PLCX 43592  
312. PLCX 43594  
313. PLCX 43596  
314. PTXL 41083  
315. PTXL 41099  
316. PTXL 41175  
317. PTXL 41251  
318. PTXL 41254  
319. PTXL 41259  
320. PTXL 41263  
321. PTXL 41292  
322. PTXL 41334  
323. PTXL 41344  
324. PTXL 41422  
325. PTXL 41437  
326. (Reserved)  
327. PTXL 41665  
328. PTXL 41673  
329. PTXL 41674  
330. PTXL 41863  
331. PTXL 42083  
332. PTXL 42086  
333. PTXL 42282  
334. PLCX 43186  
335. PLCX 43187  
336. PLCX 43189

CAR NUMBER

337.	PLCX	042628
338.	PLCX	043026
339.	PLCX	043157
340.	PLCX	043168
341.	PLCX	043240
342.	PLCX	043264
343.	PLCX	043280
344.	PLCX	043332
345.	PLCX	043423
346.	PLCX	043453
347.	PLCX	043739
348.	PLCX	043770
349.	PLCX	043786
350.	PLCX	043817
351.	PLCX	043828
352.	PLCX	043839
353.	PLCX	043844
354.	PLCX	043847
355.	PLWX	044332
356.	PLWX	044380
357.	PTLX	041003
358.	PTLX	041023
359.	PTLX	041040
360.	PTLX	041041
361.	PTLX	041114
362.	PTLX	041158
363.	PTLX	041171
364.	PTLX	041203
365.	PTLX	041280
366.	PTLX	041295
367.	PTLX	041307
368.	PTLX	041318
369.	PTLX	041332
370.	PTLX	041502
371.	PTLX	041660
372.	PTLX	041701
373.	PTLX	041716
374.	PTLX	041779
375.	PTLX	041936
376.	PTLX	041992
377.	PTLX	042022
378.	PTLX	042151
379.	PTLX	042167
380.	PTLX	042242
381.	PTLX	042305
382.	PTLX	042316
383.	RTMX	580067
384.	RTMX	580069
385.	RTMX	580071



CAR NUMBER

386.	RTMX	580072
387.	RTMX	580073
388.	RTMX	580074
389.	RTMX	580075
390.	RTMX	580076
391.	RTMX	580077
392.	RTMX	580078
393.	RTMX	580082
394.	RTMX	580084
395.	RTMX	580094
396.	RTMX	580096
397.	RTMX	580097
398.	RTMX	580099
399.	RTMX	580103
400.	RTMX	580104
401.	RTMX	580105
402.	RTMX	580106
403.	RTMX	580107
404.	RTMX	580108
405.	RTMX	580109
406.	RTMX	580110
407.	RTMX	580111
408.	RTMX	580113
409.	RTMX	580115
410.	RTMX	580116
411.	RTMX	580117
412.	RTMX	580118
413.	RTMX	580119
414.	RTMX	580120
415.	RTMX	580121
416.	RTMX	580039
417.	RTMX	580048
418.	RTMX	580049
419.	RTMX	580053
420.	RTMX	580055
421.	RTMX	580062
422.	RTMX	580001
423.	RTMX	580003
424.	RTMX	580007
425.	RTMX	580012
426.	RTMX	580013
427.	RTMX	580014
428.	RTMX	580015
429.	RTMX	580016
430.	RTMX	580018
431.	RTMX	580022
432.	RTMX	580023
433.	RTMX	580024
434.	RTMX	580025

CAR NUMBER

435.	RTMX	580026
436.	RTMX	580027
437.	RTMX	580028
438.	RTMX	580030
439.	RTMX	580031
440.	RTMX	580032
441.	RTMX	580033
442.	RTMX	580034
443.	RTMX	580036
444.	RTMX	580037
445.	RTMX	580038
446.	RTMX	580040
447.	RTMX	580042
448.	RTMX	580043
449.	RTMX	580044
450.	RTMX	580045
451.	RTMX	580046
452.	RTMX	580050
453.	RTMX	580051
454.	RTMX	580052
455.	RTMX	580058
456.	RTMX	580060
457.	RTMX	580061
458.	RTMX	580063
459.	RTMX	580066
460.	RTMX	580068
461.	RTMX	580070
462.	RTMX	580080
463.	RTMX	580083
464.	RTMX	580086
465.	RTMX	580089
466.	RTMX	580091
467.	RTMX	580093
468.	RTMX	580095
469.	RTMX	580100
470.	RTMX	580112
471.	RTMX	580114
472.	ACFX	099861
473.	ACFX	099862
474.	ACFX	099863
475.	ACFX	099864
476.	ACFX	099865
477.	ACFX	099866
478.	ACFX	099867
479.	ACFX	099868
480.	ACFX	099869
481.	ACFX	099870
482.	ACFX	099871
483.	ACFX	099872

CAR NUMBER

484.	ACFX	099873
485.	ACFX	099874
486.	ACFX	099875
487.	ACFX	099876
488.	ACFX	099877
489.	ACFX	099878
490.	ACFX	099879
491.	ACFX	099880
492.	ACFX	099881
493.	ACFX	099882
494.	ACFX	099883
495.	ACFX	099884
496.	ACFX	099885
497.	ACFX	099886
498.	ACFX	099887
499.	ACFX	099888
500.	ACFX	099889
501.	ACFX	099890
502.	ACFX	099891
503.	ACFX	099892
504.	ACFX	099893
505.	ACFX	099894
506.	ACFX	099895
507.	ACFX	099896
508.	ACFX	099897
509.	ACFX	099898
510.	ACFX	099899
511.	ACFX	099900
512.	ACFX	099901
513.	ACFX	099902
514.	ACFX	099903
515.	ACFX	099904
516.	ACFX	099905
517.	ACFX	099906
518.	ACFX	099907
519.	ACFX	099908
520.	ACFX	099909
521.	ACFX	099910
522.	ACFX	099911
523.	ACFX	099912
524.	ACFX	099913
525.	ACFX	099914
526.	ACFX	099915
527.	ACFX	099916
528.	ACFX	099917
529.	ACFX	099918
530.	ACFX	099919
531.	ACFX	099920
532.	UTCX	058530

CAR NUMBER

533.	UTCX	058531
534.	UTCX	058532
535.	UTCX	058533
536.	UTCX	058534
537.	UTCX	058535
538.	UTCX	058536
539.	UTCX	058537
540.	UTCX	058538
541.	UTCX	058539
542.	UTCX	058540
543.	UTCX	058541
544.	UTCX	058542
545.	UTCX	058543
546.	UTCX	058544
547.	UTCX	058545
548.	UTCX	058546
549.	UTCX	058547
550.	UTCX	058548
551.	UTCX	058549
552.	UTCX	058550
553.	UTCX	058551
554.	UTCX	058552
555.	UTCX	058553
556.	UTCX	058554

PATENT SECURITY AGREEMENT

## (PATENTS, PATENT APPLICATIONS AND PATENT LICENSES)

WHEREAS, Cain Chemical Inc., a Delaware corporation (herein referred to as "Grantor") owns the Patents listed on Schedule 1 annexed hereto, and is a party to the Patent Licenses listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor, PDG Chemical Inc., a Delaware corporation, certain banks and The Chase Manhattan Bank (National Association), as agent for such banks are parties to a Credit Agreement of even date herewith (as the same may be amended and in effect from time to time among said parties and such subsidiaries of the Grantor and such banks (the "Banks") as may from time to time be parties thereto, the "Credit Agreement");

WHEREAS, the Grantor and The Chase Manhattan Bank (National Association) ("Chase") are parties to a Contingent Purchase Agreement of even date herewith (as the same may be amended and in effect from time to time, the "ESOP Guarantee"), pursuant to which the Grantor guarantees the obligations of the Cain Chemical Inc. Employee Stock Ownership Plan (and the trust forming a part thereof) under that certain Loan Agreement of even date herewith between said plan (and said trust) and Chase;

WHEREAS, the Company may, after the date hereof, become obligated to the Banks in respect of indebtedness under one or more Interest Rate Agreements (as defined in the Credit Agreement) as contemplated by Section 9.23 of the Credit Agreement;

WHEREAS, pursuant to the terms of the Security Agreement dated as of April 30, 1987, as amended pursuant to Amendment No. 1 thereto of even date herewith (as said amended Agreement may be further amended and in effect from time to time, the "Security Agreement"), between Grantor and The Chase Manhattan Bank (National Association), as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Patents (as defined in the Security Agreement), together with any reissue, continuation, continuation-in-part or extension thereof, all Grantor's Patent applications and all Grantor's Patent Licenses (as defined in the Security Agreement),

whether presently existing or hereafter arising or acquired, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and under the ESOP Guarantee and obligations of the Grantor constituting Secured Interest Rate Indebtedness (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent and Patent application, including, without limitation, each Patent referred to in Schedule 1 annexed hereto;

(ii) each Patent License, including, without limitation, each Patent License listed on Schedule 1 annexed hereto; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 annexed hereto, and any Patent licensed under any Patent License listed, including, without limitation, any Patent License listed on Schedule 1 annexed hereto.

Grantor represents and warrants to the Grantee that as of the date hereof it has no right, title or interest in any Patent application. This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its Senior Vice President thereunto duly authorized as of the 9th day of June, 1987.

CAIN CHEMICAL INC.

By: \_\_\_\_\_

Acknowledged:

THE CHASE MANHATTAN BANK  
(NATIONAL ASSOCIATION),  
as Agent

\_\_\_\_\_  
Title:

STATE OF TEXAS            )  
                              :    ss.:  
COUNTY OF HARRIS        )

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came \_\_\_\_\_, to me personally known and known to me to be the person described in and who executed the foregoing instrument as \_\_\_\_\_ of CAIN CHEMICAL INC., who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is \_\_\_\_\_ of CAIN CHEMICAL INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[Seal]

My commission expires:

\_\_\_\_\_



Schedule 1  
to Patent  
Security Agreement

PATENT LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
Patent License Agreement re: U.S. Patent No. 4,076,678	E.I du Pont de Nemours and Company, a Delaware corporation ("Du Pont"), and Grantor	June 9, 1987
Patent License Agreement re: U.S. Patent Nos.: 3,807,705 3,920,624 3,958,585 4,042,220 4,179,255 4,264,554 4,430,001 4,525,322 4,603,173 4,617,352	Du Pont Gulf Coast, Inc., a Texas corporation ("Gulf Coast"), and Grantor	June 9, 1987
Patent License Agreement re: U.S. Patent Nos.: 4,511,669 and 4,518,706	Gulf Coast and Grantor	June 9, 1987
Assignment of Rights re: U.S. Patent No. 4,629,328	Gulf Coast and Grantor	June 9, 1987

PATENTS

<u>U.S. Patent No.</u>	<u>Date Issued</u>	<u>Related Foreign Patents</u>
3,517,076	June 23, 1970	None
3,557,239	January 19, 1971	None
3,557,240	January 19, 1971	None
3,663,637	May 16, 1972	None
3,670,041	June 13, 1972	None
3,679,761	July 25, 1972	None

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS  
AND TRADEMARK LICENSES)

WHEREAS, Cain Chemical Inc., a Delaware corporation (herein referred to as "Grantor"), owns the Trademark and Trademark registration listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor, PDG Chemical Inc., a Delaware corporation, certain banks and The Chase Manhattan Bank (National Association), as agent for such banks are parties to a Credit Agreement of even date herewith (as the same may be amended and in effect from time to time among said parties and such subsidiaries of the Grantor and such banks (the "Banks") as may from time to time be parties thereto, the "Credit Agreement");

WHEREAS, the Grantor and The Chase Manhattan Bank (National Association) ("Chase") are parties to a Contingent Purchase Agreement of even date herewith (as the same may be amended and in effect from time to time, the "ESOP Guarantee"), pursuant to which the Grantor guarantees the obligations of the Cain Chemical Inc. Employee Stock Ownership Plan (and the trust forming a part thereof) under that certain Loan Agreement of even date herewith between said plan (and said trust) and Chase;

WHEREAS, the Company may, after the date hereof, become obligated to the Banks in respect of indebtedness under one or more Interest Rate Agreements (as defined in the Credit Agreement) as contemplated by Section 9.23 of the Credit Agreement;

WHEREAS, pursuant to the terms of the Security Agreement dated as of April 30, 1987, as amended pursuant to Amendment No. 1 thereto of even date herewith (as said amended Agreement may be further amended and in effect from time to time, the "Security Agreement"), between Grantor and The Chase Manhattan Bank (National Association), as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Trademarks (as defined in the Security Agreement), together with any reissues extensions or renewals thereof, Trademark

registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and under the ESOP Guarantee and obligations of the Grantor constituting Secured Interest Rate Indebtedness (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademark and Trademark registration referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(ii) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademark and Trademark registration referred to in Schedule 1 annexed hereto, and any Trademark licensed under any Trademark License or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

Grantor represents and warrants to the Grantee that as of the date hereof it has no right, title or interest in any Trademark License or Trademark application. This security

interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its Senior Vice President thereunto duly authorized as of the 9th day of June, 1987.

CAIN CHEMICAL INC.

By: \_\_\_\_\_

Acknowledged:

THE CHASE MANHATTAN BANK  
(NATIONAL ASSOCIATION),  
as Agent

\_\_\_\_\_  
Title:

STATE OF TEXAS        )  
                              :    ss.:  
COUNTY OF HARRIS     )

On the \_\_\_\_\_ day of \_\_\_\_\_, 198\_, before me personally came \_\_\_\_\_, to me personally known and known to me to be the person described in and who executed the foregoing instrument as \_\_\_\_\_ of CAIN CHEMICAL INC., who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is \_\_\_\_\_ of CAIN CHEMICAL INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[Seal]

My commission expires:

\_\_\_\_\_

Schedule 1  
to Trademark  
Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>	<u>FIRST USE</u>	<u>GOODS</u>
Alathon	543,580	June 12, 1951	November 1, 1948	Synthetic thermo- plastic resins and compounds and mixtures contain- ing syn- thetic resins for generalized use in the industrial arts.